EXPLANATORY.

The following Preliminary Memoranda and Stipulation were, through inadvertence, left out of the State of Case. Their proper place in the State of Case would have been immediately after the testimony, at page 537, and before the memoradum opinion of the Advisory Master.

In Chancery of New Jersey.

Between

ELEANOR P. SHAW,
Complainant,

and

G. B. BEAUMONT COMPANY,
Defendant.

Preliminary Memoranda of Charles J. Roe, Advisory Master.

Preliminary Memoranda of Advisory Master.

The theory of the bill, in this case, is that the complainant was the owner of certain lands therein described, and that the defendant took a conveyance of these lands and assignment of certain personal property under an agreement made the 26th day of February, 1913, whereby the defendant agreed to construct a building according to plans and specifications, and to receive as entire compensation for its services 10% of the cost of said building, not to exceed a certain sum. And that the property so conveyed by the complainant should practically remain as security, to be re-conveyed upon the payment of the cost of the construction of said building.

This proceeding is in the nature of a bill of redemption. The property was assigned by the complainant to the defendant as security, and the complainant is entitled to have that security when she has discharged the debt for which the property was transferred.

The defendant in its cross-bill sets forth by way

of introduction that the complainant requested the defendant to handle the proposition of the construction of a house anterior to the contract in question on Duncan avenue, entirely different property, and that the defendant prepared plans for the purpose, and that the complainant subsequently sold the property for the purpose of constructing another house. That the defendant called the complainant's attention to the property mentioned in the bill of complaint and drew plans for the erection of a building upon that property. That the complainant authorized the defendant to demolish a building on said premises under a contract to pay him for his services in doing so. All of this before the agreement mentioned in the bill was entered into, but makes no specific prayer with regard to this labor done prior to the contract upon which the bill of complaint is founded.

The defendant has included in its account a charge against the complainant for this work and labor done prior to entering into the agreement of February, 1913. It is argued that this preliminary work bore relation to the work under the agreement, and should be taken into an account in the present proceeding.

I am clearly of the opinion that the work done prior to the entering into the agreement cannot be taken into consideration in this suit. The equitable jurisdiction involved arises purely and simply under the agreement, and arises under the doctrine as stated that the property mentioned in that agreement was at that time pledged as security for certain obligations arising under the document creating this pledge. It is clear that if Mrs. Shaw had not put up her property as security, equity would have no jurisdiction whatever. If she owed the defendant money for work and labor in the construc-

tion of the building, it was purely and simply a legal action for work and labor done and performed and a bill in equity would not lie.

I can conceive that in an action under this agreement if the defendant owed the complainant a specified sum of money that under the doctrine of equitable offset it might be that that debt might be offset as against any money that was due from the complainant to the defendant under this agreement. But the defendant in this case claims that there is a larger amount of money due it by reason of this antecedent work and wants that debt tacked or fastened upon the property pledged to it as security under a subsequent agreement. In relation to this point, my opinion is that I cannot do it; that the extent of the equitable jurisdiction of this case arises exclusively under the agreement upon which the bill is founded.

I cannot agree with the insistment of the complainant that this is a case under the Chancery Act of 1915. It is not to my mind a question of law arising in a suit which Chancery has jurisdiction of. It does not arise out of anything pertaining to or coming under the contract of February 26, 1913, when the jurisdiction arose, nor do I think that the case of Church v. Florence Iron Works quoted applies. The former contracts were not of the character of the last contract. They were purely legal contracts and for the purposes of jurisdiction, without some express words, could not be merged into the last contract, which was in the nature of a mortgage.

As the matter now stands I will determine the accounting strictly under the terms of the contract of February 26, 1913, without regard to any prior dealings between the parties, or any other dealings that are not connected with this contract, unless

the parties expressly enter into a stipulation consenting and agreeing that all transactions mentioned or indicated in the defendant's cross-bill shall be taken and considered in the case as coming under the terms of the contract of February 26, 1913, and that the accounting may include those amounts, and be charged upon the property mentioned in the bill, without regard to whether or not they come under the terms of that contract.

Under such waiver I think I would be justified in going over the whole account and charging it on the property.

I make this preliminary memoranda to advise counsel the limitation of the accounting, which will be according to the terms as prayed for in the bill, and would want an express stipulation authorizing the extension asked for in the cross-bill, and -now requested by the complainant.

IN CHANCERY OF NEW JERSEY.

ELEANOR P. SHAW,
Complainant,

and

G. B. BEAUMONT COMPANY,
Defendant.

On Bill for Redemption of Lands, Etc. Stipulation of May 17th, 1916.

STIPULATION.

The defendant in its answer and cross-bill and statement of account thereto attached filed in this case, having claimed that it is entitled to recover from complainant sums of money for services ren-

dered to and on behalf of complainant, and to reimburse itself for moneys expended on complainant's behalf between April 6th, 1912, and February 26th, 1913, and having admitted therein that it received partial payments on account thereof,

It is stipulated that the Court in this cause shall consider and determine complainant's liability upon the said items so claimed in the answer and cross-bill and account thereto annexed, and if any such liability shall be found then that the amount of the items found to be due from complainant to defendant, together with the amount of all credits to which complainant is entitled during said period of time be included in the account to be stated in this suit.

Dated May 17th, 1916, at Jersey City, N. J.

HARTSHORNE, INSLEY & LEAKE,
Solicitors of Complainant.

WILLIAM A. LEWIS,
Solicitor of Defendant.

ELEANOR P. SHAW,
G. B. BEAUMONT COMPANY,
By G. B. BEAUMONT,
President.

INDEX.

Page.

Bill of Complaint 1
Agreement of February 26, 1913, attached thereto 10
Answer and Cross-Bill 16
Accounting, attached thereto 27
Supplemental Accounting, attached thereto 46
Answer to Cross-Bill 68
Replication 69
Memorandum Opinion of ~~Vice Chancellor~~ Advising Master .. 538
Accounting 558
Final Decree 572
Notice of Appeal 577
Petition of Appeal 578
Answer to Petition of Appeal 581

TESTIMONY.

FOR DEFENDANT:

GREENBERRY BEAUMONT:—

Direct 70
Cross 111
Cross continued 157

Recalled:

Direct 199
Cross 212
Re-Direct 286

WILLIAM H. ROWAN:—

Direct 128
Cross 138
Re-Direct 152
Re-Cross 152

Recalled:

Direct 193
Cross 194
Re-Direct 198

Page.

FOR COMPLAINANT:

THOMAS J. CULLEN:—

Direct 291
Cross 296

EDWARD I. GOLDENBERG:—

Direct 303
Cross 308
Re-Direct 311
Re-Cross 311

ELEANOR P. SHAW:—

Direct 312
Cross 336

Recalled:

Cross continued 407

WILLIAM ROBERTSON:—

Direct 353
Cross 360

Recalled:

Direct 404
Cross 405

JOHN ROWLAND:—

Direct 394
Cross 399
Re-Direct 404

ELMER E. HALLINGER:—

Direct 428
Cross 430

FOR DEFENDANT IN REBUTTAL:

GEORGE C. LAVERY:—

Direct 438
Cross 441
Re-Direct 445

Page.

JOHN P. LANDRINE:—

Direct 446
Cross 449
Re-Direct 456
Re-Cross 456

JAMES A. GAHAGEN:—

Direct 458
Cross 461

CHARLES SANDERS:—

Direct 464
Cross 466
Re-Direct 474
Re-Cross 475
Re-Re-Direct 477

GEORGE B. DEACON:—

Direct 478
Cross 479

GREENBERRY BEAUMONT:—

Direct 481
Cross 513

SUR-REBUTTAL FOR COMPLAINANT:

WILLIAM E. DECKER:—

Direct 520
Cross 521

GREENBERRY BEAUMONT:—

Direct 524

Recalled:

Direct 531

WILLIAM ROBERTSON:—

Direct 527
Cross 528

SUR-REBUTTAL FOR DEFENDANT:

GREENBERRY BEAUMONT:—

Direct 533

EXHIBITS.

	Admitted on page	Printed at page
C-1—Statement of account of Dec. 31, 1915, of Cullen Plumbing Co.	298	582
C-2—Letter of Sept. 16, 1912, Beaumont Co. to Mrs. Shaw, making requisition for $500.	323	582
C-3—Check for above $500.....	323	583
C-4—Letter of Sept. 19, 1912, of Beaumont Co., acknowledging receipt of said check.	323	583
C-5—Letter of Nov. 23, 1914, Beaumont Co. to Mrs. Shaw, giving statement of account to October 31, 1914. ...	331	583
C-6—Lease, Dec. 1, 1913, from Beaumont Co. to Mrs. Shaw.	335	——
C-8—Contract of August 27, 1912, between the Beaumont Co. and Mrs. Shaw.	532	585
D-1—Plans (5 sheets) for 5-story, 21 apartment building.	74	——
D-2 and 3—Plans (2 sheets) for 3-story apartment building.	74	——
D-4—Letter, June 10, 1912, the C. G. Beaumont Co. to Mrs. E. P. Shaw, regarding plans for an apartment house.	75	588
D-5—Letter, June 20, 1912, Mrs. Shaw to Beaumont Co., announcing sale of property to Mr. Green.	75	——
D-6 (for identification)—Statement of account by Beaumont Co., together with supplemental account. Same are annexed to Cross-Bill.	75	27
Marked in evidence	194	
D-7—Letter, July 10, 1912, Mrs. Shaw to Beaumont Co., regarding purchase of property.	77	589
D-8—Letter, Sept. 13, 1912, Beaumont Co. to Mrs. Shaw, regarding filing of plans, etc., of apartment building and survey of property.	77	589

New Jersey State Library

	Admitted on page	Printed at page
D-9—Letter, Sept. 16, 1912, Beaumont Co. to Mrs. Shaw, making requisition for $500.	77	78
D-10—Letter, Sept. 18, 1912, Beaumont Co. to Mrs. Shaw, regarding the naming of apartment house.	79	78
D-11—Letter, Sep. 19, 1912, Mrs. Shaw to Beaumont Co. naming apartment house the "Beaumont."	79	79
D-12—Letter, Sept. 19, 1912, Beaumont Co. to Mrs. Shaw, regarding survey, etc.	80	80
D-13—Letter, Sept. 18, 1912, to Mrs. Shaw, acknowledging the receipt of $500.	80	81
D-14—Letter, Sep. 30, 1912, Beaumont Co. to Mrs. Shaw regarding payment for estimating drawings by N. J. Title Guarantee & T. Co.	81	591
D-15—Letter, Jan. 10, 1913, Beaumont Co. to Mrs. Shaw regarding exchange of properties.	83	591
D-16—Plans for 4-story apartment.	84	—
D-17—Specifications for same.	84	—
D-18—Contract of Feb. 26, 1913. Same is annexed to Bill of Complaint.	85	—
D-19—Letter, April 3, 1913, Mrs. Shaw to Beaumont Co., regarding changes in plans	86	—
D-20—Letter, Nov. 27, 1912, Mrs. Shaw to Beaumont Co., regarding demolishment of Craig residence.	87	—
D-21—Letter, June 24, 1913, Mrs. Shaw to Beaumont Co., regarding letting of apartment, etc.	90	—
D-22—Letter, Oct. 28, 1913, Mrs. Shaw to Beaumont Co., regarding installation of kitchen dressers.	91	—
D-23 (for identification) Day Book of Beaumont Co.	98	—
D-24 (for identification) Ledger of the Beaumont Co.	98	—

	Admitted on page	Printed at page
D-25—Contract of Nov. 22, 1912, for a further building not erected	107	592
D-26—Plans for building.	108	—
D-27—Bundle of cancelled checks.	109	—
D-28 (for identification)— Pay-rolls. .	110	—
D-29—Time Sheets.	111	—
D-30—Statement No. 1 of Beaumont Co. to Aug. 27, 1912.	173	595
D-31—Statement No. 2, showing cost of Beaumont apartment.	173	595
D-32—Statement No. 3, showing cost of changes.	174	595
D-33—Statement No. 4, showing cost of demolishing Craig residence.	174	596
D-34—Statement No. 5, showing state of loan from Provident Institute for Savings.	175	597
D-36—Statement No. 7, showing state of loan from Trust Co. of N. J. ...	175	598
D-37—Statement No, 8, showing amount realized on sale of part of plot. ...	176	598
D-38—Statement No. 9, showing account for furnishing, renting, etc. of Beaumont apartments.	177	599
D-39—Statement No. 10, showing deposits in joint account in Trust Co. of New Jersey.	177	599
D-40—Statement No. 11, showing fire insurance premiums on old barn. .	178	600
D-41—Summary sheet.	178	600
D-42—Itemized statements of account of above exhibits, D-30-D-41.	194	601
D-43—Subcontract for gas with Cullen Plumbing Co.	199	—
D-44—Subcontract with Fagen Iron Works.	199	—
D-45—Subcontract for steam heating with Nate Company.	199	—
D-46—Subcontract for installation of electrical works with Watson-Flagg Co.	200	—

	Admitted on page	Printed at page
D-47—Subcontract for cut stone work with Mayer & Bez Stone Co.	200	——
D-48—Subcontract for metal work with W. H. Gitschmidt	200	——
D-49—Subcontract for marble & tile work with Newark Mantel Co. ...	200	——
D-50—Subcontract for stairs with Wallace Co.	201	——
D-51—Letter, June 24, 1913, from Beaumont Co. to Wallace Co. giving order for extra work.	201	201
D-52—Subcontract for hardware with Leonard Sheet Metal Co.	201	——
D-53—Subcontract interior and exterior with Woodhouse Co.	202	——
D-54—Subcontract for furnishing and installing lighting and fixtures with McCoy & Sons.	202	——
D-55—Subcontract for two dumbwaiters with Storm Mfg. Co. ..	202	——
D-56—Subcontract for painting and hardware with Mackey Co.	202	——
D-57—Subcontract for painting with Mackey Co.	203	——
D-58—Post Card from Mrs. Shaw to Beaumont Co., received July 16, 1912, requesting call.	203	——
D-59—Interest receipt April 21, 1913.	203	——
D-60—Interest receipt April 24, 1913.	204	——
D-61—Letter regarding insurance received Sept 13, 1913, from Mrs. Shaw to Beaumont Co.	205	——
D-62—Letter Nov. 14, 1913, Mrs. Shaw to Beaumont Co. regarding papering &c.	205	205
D-63—Letter Feb. 4, 1914, from Mrs. Shaw to Beaumont Co. requesting payment of $200.	206	205
D-64—Letter, Feb. 24, 1914, Mrs. Shaw to Beaumont Co. requesting check	206	206

	Admitted on page	Printed at page
D-65—Letter, March 6, 1914, Mrs. Shaw to Beaumont Co. requesting check	206	——
D-66—Letter, May 30, 1914, Mrs. Shaw to Beaumont Co. requesting check.	206	——
D-67—Letter, July 9, 1914, Mrs Shaw to Beaumont Co.	207	——
D-68—Letter, Sept. 18, 1914, Mrs Shaw to Beaumont Co., requesting payment of interest	207	——
D-69—Letter, Jan. 1, 1915, Mrs. Shaw to Beaumont Co., asking for $150.	207	——
D-70—Letter, Sep. 23, 1913, Mrs. Shaw to Beaumont Co., extending time for completion of building	207	——
D-71—Letter, Oct. 16, 1913, Mrs. Shaw to Beaumont Co. regarding sale of plot of land for $3,000.	209	208
D-72—Letter, Sep. 29, 1913, Mrs. Shaw to Beaumont Co., regarding sale of another plot for $9,000.	209	209
D-73—Letter, Oct. 15, 1913, Mrs. Shaw to Beaumont Co., regarding sale of plot for $600.	210	210
D-74—Letter, Feb. 4, 1914, Beaumont Co. to Mrs. Shaw, regarding loan on mortgage.	211	——
D-75—Search and application for guaranty of title and for a mortgage loan, dated June 25, 1913.	258	——
D-76—Letter, June 24, 1915, Woodhouse & Co. to Beaumont Co., proposing settlement of claim.	290	——
D-77—Details of dressers.	——	——
D-78—Photograph of the "Beaumont", showing front elevation	499	——
D-79—Package of bills and vouchers.	513	——

Bill of Complaint.

(Filed, April 22, 1915.)

In Chancery of New Jersey.

To His Honor, Edwin Robert Walker, Chancellor of the State of New Jersey:

The complainant, Eleanor P. Shaw of Jersey City, New Jersey, respectfully shows:

1. On and prior to February 26th, 1913, the complainant was the owner of the following described lands and premises situate in the City of Jersey City, County of Hudson and State of New Jersey;

All those certain lots, tracts and parcels of land and premises situate, lying and being in that part of Jersey City, which was formerly the City of Bergen, in the County of Hudson and State of New Jersey, which is thus described, viz.:

First Tract. Beginning at a point in the southerly line of Highland Ave., distant easterly thereon 100 feet from the corner formed by the intersection of the easterly line of the New Public Road of the County of Hudson, commonly known as the Boulevard, with the said southerly line of Highland Ave., thence running (1) southerly at right angles to Highland Ave., 142.95 feet more or less to the northerly line of lands formerly of Robert P. Percy, deceased; thence (2) easterly along the said last mentioned line, 25 feet more or less to a point where a line from Highland Ave., drawn parallel with and 25 feet distant easterly from the said first line would intersect the said line of lands formerly of said Percy; thence (3)

northerly and parallel with the first course 142.94 feet more or less to the southerly line of Highland Ave., and thence (4) westerly along the said southerly line of Highland Ave., 25 feet to the point of beginning. Being parts of plots Numbers 14 and 15 on Map of property of Henry Fitch, Bergen, Hudson Co., N. J., 1867, made by J. W. Soper, C. E. & Town Surveyor, on file in the office of the Register of said County.

Second Tract. Beginning at the corner formed by the intersection of the easterly line of the New Public Road of the County of Hudson (commonly known as the Boulevard) with the southerly line of Highland Ave.; thence running (1) easterly along the southerly line of Highland Ave., 100 feet to a point; thence (2) southerly at right angles to Highland Ave., 142.95 feet more or less to the northerly line of lands formerly of Robert P. Percy, deceased; thence (3) westerly along the said last mentioned line, 100 feet more or less to the easterly line of the aforesaid New Public Road (commonly known as the Boulevard); and thence (4) northerly along the said easterly line of the said New Public Road 143 feet more or less to the beginning corner. Being parts of plots Numbers 13 and 14 on Map of property of Henry Fitch Bergen, Hudson Co., N. J., 1867, made by J. W. Soper, C. E. & Town Surveyor, on file in the office of the Register of said County.

2. That the defendant, G. B. Beaumont Company, is a corporation of the State of New York authorized to transact business in the State of New Jersey under an act of the Legislature entitled: "An Act concerning corporations (Revision of 1896)," approved April 21st, 1896, and the supplements thereto and amendments thereof.

3. On February 26th, 1913, complainant under her hand and seal and defendant under its corporate seal, entered into a written agreement which set out that complainant was the owner of the lands described in paragraph number one which were valued at $33,000, of which lands lots numbered 1 and 2 were unincumbered and lots 3, 4, 5, 6 and 7 were encumbered by a mortgage in the sum of $15,000, the lien of which could be released from lot 3 on the payment of $2,000 from lot 4 on the payment of $3500, from lot 5 on the payment of $3500, and from lots 6 and 7 on the payment of $6000; that complainant desired to erect an apartment house on lots 1 and 2 at a cost of $42,000, and was without funds to do so except the sum of $5000 in cash and two mortgages for $2000 each, that the defendant was willing to erect and complete such building by October 1st, 1913, at a cost of $42,000, and accept for its compensation a sum equal to ten per cent. of the entire cost of such building, and thereupon it was agreed that complainant would convey to defendant the lands described above in paragraph one and that defendant could mortgage lots numbered 1 and 2 in a sum not in excess of $30,000 and could sell all or any portion of lots numbered 3, 4, 5, 6 and 7; that complainant would assign to defendant the two mortgages for $2000 each, retaining all interest thereon accrued or to become due; that complainant would pay over to defendant the sum of $5000 in cash which cash was to be paid on the construction of said building and to be a lien on said property in favor of complainant; that defendant agreed upon receiving said deed, assignments of mortgages, cash and authority as aforesaid to begin the erection of said building and to have the same complete and ready for occupancy on Oc-

tober 1st, 1913, and did guarantee that the entire cost of said building including defendant's compensation would not exceed $42,000; and upon completing said building defendant promised to render a full accounting of the entire cost thereof and upon payment of said cost and expenses by complainant or when the proceeds of sale or mortgages shall amount to a sum sufficient to reimburse defendant, that defendant would reconvey said premises or so much as remained unsold subject to all liens so that complainant may have and enjoy said premises and the improvements thereon absolutely and forever, all of which appears in and by the terms of said agreement under seal a copy of which is annexed hereto and marked "Schedule No. 1."

4. That complainant did by deed dated February 26th, 1913, which was afterwards recorded in the Register of Deeds office of Hudson County on the twenty-eighth day of February, 1913, in book 1148 of deeds for said county, on page 136, convey to the defendant the premises described above in paragraph one, and on the same day did assign the two mortgages mentioned in said agreement to the defendant by deed of assignment recorded in the Register of Deeds office of Hudson County on the twenty-eighth day of February, 1913, in book 110 of assignments of mortgage, page 355, said two mortgages being as follows:

First: A mortgage dated September 28th, 1909 given by Domenice Della Salla, et ux, to the complainant, to secure payment of $2,000 recorded in book 682 of mortgages, page 165, and a lien on lot 15, block 729 on the map entitled: "Map of property at Bergen, Jersey City, Hudson County, New Jersey, belonging to the Estate of Nicholas

Vreeland, deceased," fronting on the northerly side of Myrtle Avenue.

Second: A mortgage dated April 22nd 1910, given by Guiseppi Lanni, et ux, to the complainant to secure payment of $2,000, recorded in book 702 of mortgages, page 521, and a lien on lot 4 in block 15 on the map entitled: "Map of Mrs. Jane Van Horne City of Bergen, Hudson County, New Jersey"—1868; And the complainant did also pay to the defendant the sum of five thousand dollars in cash.

5. That the records in the office of the Register of Deeds of Hudson County show that the defendant, after said assignment of mortgage, receipted for the payment of the sums of money mentioned in said two mortgages and authorized their cancellation of record.

6. That defendant did proceed to erect and complete said building on lots numbered 1 and 2, aforesaid, and did complete the same on or about the first day of November, in the year 1913, and from that time rented the apartments therein to tenants, the rent of which defendant has collected and retained.

7. That the building erected by defendant under the terms of said agreement is erected on the following described tract of land.

Beginning at a point in the easterly line of Hudson Boulevard, distant 93.01 feet southerly from the corner formed by the intersection of the easterly line of the Hudson Boulevard with the southerly line of Highland Avenue; thence (1) running easterly nearly parallel with Highland Ave., 100.22 feet to a point distant 92.96 feet from the southerly line of Highland Ave., measured at right angles thereto; thence running (2) southerly nearly parallel with Hudson Boulevard 50

feet to the line of land formerly of Robert P. Percy, deceased; thence (3) westerly along the last mentioned line 100.33 feet to the easterly line of the Hudson Boulevard; thence (4) northerly along the easterly line of Hudson Boulevard 50 feet to the point or place of beginning.

8. That defendant reconveyed to complainant the lands described in the preceding paragraph number seven by deed dated July 15th, 1913, and complainant thereupon, at defendant's request, executed and delivered to the New Jersey Title Guarantee and Trust Company, a bond in the sum of $15,000, payment of which was secured by a mortgage on the lands and premises described in the preceding paragraph number seven, and on the same day did reconvey said lands to the defendant, and the defendant received and retained said sum of $15,000 collected when said bond and mortgage was given.

9. That on December 23rd, 1913, defendant reconveyed to complainant the following lands which are a part of the tract described above in paragraph number one:

Beginning at a point on the southerly side of Highland Avenue distant 100 feet easterly from the corner formed by the intersection of the southerly side of Highland Ave., with the easterly side of the New Public Road of the County of Hudson (commonly known as the Boulevard); thence running (1) southerly at right angles to Highland Ave., 143 feet more or less to a point; thence (2) easterly parallel or nearly so with Highland Ave., 25 feet to a point; thence (3) northerly at right angles to Highland Ave., 143 feet more or less to the southerly side of Highland Ave., thence (4) westerly along the southerly side of Highland Ave., 25 feet to the point or place of beginning.

And complainant did, on the same day, at defendant's request, convey said lands to one, Robert M. Hughes, collecting and retaining the purchase price of said lands paid by Hughes.

10. That defendant on February 9th, 1914, conveyed to complainant the following described lands which are a part of the parcel above described in paragraph number one:

All that certain lot, tract or parcel of land and premises hereinafter particularly described, situate in the City of Jersey City, in the County of Hudson and State of New Jersey, particularly bounded and described as follows, to wit:—Beginning at the corner formed by the intersection of the easterly line of New Public Road of the County of Hudson (commonly known as the Boulevard) with the southerly line of Highland Ave., 100 feet to a point; thence (2) southerly at right angles to Highland Ave., 38 feet; thence (3) westerly parallel with Highland Ave., 100 feet to the easterly line of said Public Road (commonly known as the Boulevard); thence (4) northerly along said easterly line of said New Public Road 38 feet to the beginning corner.

And complainant, at defendant's direction, did immediately convey said lands to one Katie Noe, the defendant, collecting and retaining the purchase price therefore paid by said Katie Noe.

11. That on April 16th, 1914, defendant reconveyed the lands described above in paragraph number seven to complainant who did thereupon, at defendant's direction, execute a bond in the sum of $30,000 secured by a mortgage on said lands to the Trust Company of New Jersey and did then reconvey said lands to defendant, the defendant collecting and retaining the amount of said bond and mortgage.

12. That the title to the lands described in

paragraph number one, except that part conveyed to Robert M. Hughes, set out in paragraph number nine and that part conveyed to Katie Noe set out in paragraph number ten, is in the defendant according to the records in the office of the Register of Deeds of Hudson County.

13. That on December 23, 1913, the defendant executed and delivered to the Provident Institution for Savings in Jersey City, a mortgage to secure payment of a bond for the sum of $20,000 which mortgage conveyed the lands and premises described above in paragraph number seven.

14. That said mortgages, one given to the New Jersey Title Guarantee and Trust Company and the other to the Provident Institution for Savings in Jersey City, have both been cancelled of record.

15. That defendant has retained the proceeds of the sale of said two lots and the proceeds of said mortgages and applied them to the cost of the erection of said building.

16. That defendant retains title to said lands and collects the rent from same and has failed and refused to render a just and true account of the moneys received from said rents and two mortgages, the cash payment and the sale of the lots and proceeds of the two other mortgages and has failed to render a just and true account of the cost of said building.

17. That complainant is and always has been ready and willing to pay to defendant the amount found to be due to it, if anything, upon a just and true accounting.

Complainant is without adequate remedy in the courts of law, and therefore prays:

1. That G. B. Beaumont Company, a corporation of New York, which is defendant to this

suit, may answer this bill of complaint without oath, and each statement made therein.

2. That defendant may be decreed to account for said rents and for the money received by it from the sale of lands and the bonds and mortgages and for the entire cost of said building.

3. That defendant may be decreed to pay to complainant the amount found to be due upon such accounting together with interest and costs.

4. That defendant may be decreed to convey back to complainant the lands and premises described above in paragraph number one or such part thereof which it still holds title to and the proceeds of which have not been accounted for, as aforesaid.

5. That a receiver may be appointed by this court pending the determination of this suit to collect the rents of the apartment house, described above.

6. That the defendant, G. B. Beaumont Company, its officers, agents and employees, may be enjoined, pending this suit, from collecting or receiving the rents of the apartment house, described above, and from selling, transferring or in any way disposing of the lands and premises described above in paragraph number one, to which the defendant still holds title, or any part thereof or any interest therein and from creating any liens by way of mortgage or in any other manner against said lands.

7. That complainant may have such other and further relief as may be just.

8. That a writ of subpoena may issue commanding defendant to answer this bill of complaint and to abide by such decree as this Court may make in the premises.

HARTSHORNE, INSLEY & LEAKE,
Solicitors and Counsel of Complainant.

Agreement, attached to Bill of Complaint.

Agreement Feb. 26, 1913.

(Ex. D-18.)

This Agreement made this 26th day of February, 1913, between ELEANOR P. SHAW, residing at Number 21 Monticello Avenue, in the City of Jersey City and State of New Jersey, party of the first part, and G. B. BEAUMONT COMPANY, a domestic corporation created and duly organized under and in pursuance of the laws of the State of New York, party of the second part;

Whereas, the said party of the first part is seized in fee by purchase from one Isabelle M. Craig and Burdette P. Craig, her husband, of seven vacant lots of lands situated on the corner of Hudson County Public Road and Highland Avenue in said Jersey City, New Jersey, shown on annexed diagram as lots 1-2-3-4-5-6-7, respectively, for which she paid the sum of Thirty three thousand dollars ($33,000), and took title thereto on October 1st, 1912, which sum, for the purpose of this agreement, represents the true market value of said lots at the present time; and

Whereas, lots 1 and 2 are unincumbered and lots 3-4-5-6 and 7 have a mortgage thereon securing the payment of $15,000, leaving an equity in the whole of said lots of Eighteen thousand dollars ($18,000); which said mortgage contains a clause for the release of said lots upon the payments of the following sums, namely, Lot 3, $2000; Lot 4, $3500; Lot 5, $3500; Lots 6 and 7, $6000; and

Whereas, said party of the first part is desirous of erecting upon lots 1 and 2 one four-story building consisting of nine apartments, including a janitor's apartment, in accordance with plans

and specifications prepared by the party of the second part, at a cost approximating $42,000, but is without sufficient means for such purpose, the only additional funds in the possession of said party of the first part available therefor being five thousand dollars in cash and two mortgages, one for $2000 falling due in March, 1913, and the other for $2000 falling due in April, 1913, and

Whereas, the party of the second part is willing to erect said building according to such plans and specifications, at a cost approximating $42,000 aforesaid, and to received for its entire compensation for its service for so doing a sum equal to ten per cent of the entire cost of such building and to complete the same by October 1st, 1913; and

Whereas, the said party of the first part had applied to the party of the second part to provide ways and means for the purpose aforesaid and to that end has offered to convey said seven lots to said party of the second party to enable it to sell, mortgage or otherwise dispose of the whole or any part of said seven lots to finance such building operation, as the owner of said property; and

Whereas, said party of the second part intends to begin such building operation forthwith, with the nine thousand dollars to be placed at its disposal upon the signing of this agreement, and thereafter, as such building progresses, to mortgage lots 1 and 2, with the improvements erected and to be erected thereon, in an amount not to exceed thirty thousand dollars, to continue such building operations, and to use its best endeavors to sell or mortgage lots 3, 4, 5, 6 and 7, for the purpose of completing said building according to such plans and specifications, as occasion may

require, to the end of having said building ready for occupancy on October 1st, 1913, as aforesaid; and

Whereas, it is the intent and purpose of the parties hereto that upon the completion of said building, in the manner hereinbefore provided for, that the party of the second part shall reconvey said lands and premises or so much thereof as shall remain unsold, subject to all the liens and encumbrances thereon, upon the party of the second part receiving or retaining as stated below a sum for its services equal to one-tenth of the entire cost of such building without any deduction whatsoever.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH, that for and in consideration of the premises and the faithful performance of the covenants and agreements herein contained, and of the sum of one dollar each party to the other paid, the receipt whereof is hereby severally acknowledged, the parties hereto, for the purpose aforesaid, agree with each other as follows:

First: The party of the first part will upon the execution of this agreement convey to the party of the second part by full covenant warranty deed the premises hereinbefore mentioned, shown on the annexed diagram as lots 1-2-3-4-5-6 and 7 by the description contained in the deed to her from Isabelle M. Craig and Burdette P. Craig, her husband.

Second: The said party of the first part hereby authorizes and empowers the said party of the second part to mortgage for the purpose of this agreement lots 1 and 2 on said diagram (with any and all improvements thereon erected or to be erected), in a sum not to exceed Thirty thousand dollars, to be secured by a bond and mort-

gage covering said two lots, which bond and mortgage shall bear interest not to exceed the legal rate, and be executed by the party of the first part as hereinafter provided.

Third: The said party of the first part hereby authorizes and empowers the said party of the second part for the purpose of this agreement, to mortgage, sell or otherwise dispose of the whole or any portion of lots 3-4-5-6 and 7, upon such terms and conditions as to it may seem just and proper, and to that end the party of the first part will (upon the second party providing the funds for the purpose under this agreement) procure releases of the whole or any part of said lots from the liens of the Fifteen thousand dollar mortgage now covering said lots, in accordance with its terms.

Fourth: The said party of the first part, will execute, acknowledge and deliver any and all bonds and mortgages for the purpose of this agreement upon a re-conveyance of said lots or the necessary portion thereof for such purpose and immediately thereafter, the said party of the first part will re-convey said lots to the party of the second part to enable it to carry out the terms and conditions of this agreement according to the true intent and meaning thereof.

Fifth: The said party of the first part will upon the execution of this agreement assign to said party of the second part, the two mortgages each securing the payment of Two thousand dollars, hereinbefore mentioned, together with the bonds accompanying the same, but all interest due and to come due, shall when received by the second party, be paid to the first party executing this agreement, the first party will also pay to the said party of the second part, the sum of Five

thousand dollars in cash, said cash and this money represented by said mortgages to be used in the construction of said building and to be a lien in favor of the first party upon the property conveyed as aforesaid to the second party, subject to its being subordinated or released to other mortgages to be made for the purpose of this agreement.

Sixth: The said party of the second part will, upon receiving said conveyance, assignments, authority and cash as aforesaid, immediately thereafter begin the building operations upon said lots 1 and 2 and complete the same according to said plans and specifications, and have said building ready for occupancy on October 1st, 1913, provided the title to said lots is good and marketable and the said party of the first part in all respects lives up to this agreement and does not interfere with or prevent the party of the second part in the performance thereof or that it is not otherwise prevented in the performance of this agreement through no fault of its own. And does hereby guarantee that the entire cost of said building (including the ten per cent. compensation to the second party above mentioned) shall not exceed Forty-two thousand dollars; and does agree that the excess, if any, above that sum shall be paid by it, the second party, at its own cost and expense.

Seventh: The party of the second part will use its best endeavors to finance said building operation as outlined in the preambles of this agreement for the purposes aforesaid.

Eighth: The said party of the second part will, on completing said building as aforesaid, render a full accounting of the entire cost thereof, including all expenses connected therewith, and

with the matters relating thereto, and upon full payment by the said party of the first part of all of such costs, charges and expenses, together with the payment to said party of the second part of a sum equal to ten per cent. of such entire cost, or as soon as the proceeds of sale or of mortgages made by the second party under this agreement shall equal in amount, a sufficient sum to reimburse the second party for such entire cost and its ten per cent. compensation, then the said party of the second part will immediately thereafter re-convey said premises or so much thereof as may remain unsold, subject to all liens thereon to the said party of the first part, to the end that said party of the first part may have and enjoy said premises and the improvements thereon absolutely and forever subject as aforesaid.

IN WITNESS WHEREOF the party of the first part has hereunto set her hand and seal and the party of the second part has hereunto affixed its corporate seal and caused these presents to be signed by its president the day and year first above written.

In the presence of
CHARLES H. HARTSHORNE.

ELEANOR P. SHAW (Seal.)
G. B. BEAUMONT CO.
G. B. BEAUMONT, Pres.
(Seal.)

STATE OF NEW JERSEY, }
COUNTY OF HUDSON, } ss.:

On this 26th day of February, Nineteen hundred and thirteen, before the subscriber, a Master in Chancery of New Jersey, personally appeared ELEANOR P. SHAW and G. B. BEAUMONT, president of the G. B. Beaumont Company, mak-

ers of the foregoing deed and to whom I explained the contents thereof. Thereupon the said Eleanor P. Shaw acknowledged that she had signed, sealed and delivered said document as her voluntary act and deed; and the said G. B. Beaumont acknowledged that he had affixed the corporate seal of the G. B. Beaumont Company to the said document and had signed and delivered the same as the voluntary act and deed of the said Company.

CHARLES H. HARTSHORNE,
M. C. C. of N. J.

Answer and Cross-bill.
(Filed, June 1, 1915).

IN CHANCERY OF NEW JERSEY.

Between:

ELEANOR P. SHAW,
Complainant,
and
G. B. BEAUMONT COMPANY, a corporation,
Defendant.

The Answer of G. B. Beaumont Company, a body corporate, defendant, to the Bill of Complaint of Eleanor P. Shaw, Complainant, in the above entitled suit, answering says:

1. That paragraph one (1), of Bill of Complaint, is admitted.

2. That paragraph two (2), of Bill of Complaint, is admitted.

3. That defendant admits paragraph three (3) of Bill of Complaint, in so far as the statements

and allegations therein are not in variance with the terms of the "Agreement" therein referred to.

4. That paragraph four (4) of Bill of Complaint is admitted.

5. That paragraph five (5) of Bill of Complaint is admitted.

But respecting said two mortgages defendant answers, it was represented by Complainant, and so stated in Agreement, that one of the mortgages would come due in March 1913, the other in April, 1913; and that it subsequently developed that the mortgage said to become due in March, did not mature until the following September, thereby imposing a charge and liability on defendant not contemplated in the Agreement, and which liability in justice and equity is chargeable to the complainant.

6. That as to paragraph six (6) of Bill of Complaint, defendant admits, that it proceeded to erect and complete said building on lots number 1 and 2 aforesaid, and did complete the same on or about the first day of November, in the year 1913, to which date the time of the completion of the building was extended by the said party of the first part: And from that time, it, the said party of the second part, rented to tenants apartments in said building, as it had opportunity, renting one of the apartments to the said Eleanor P. Shaw, the rent of which apartment she has not yet paid, and is lawfully and justly chargeable therewith. And defendant states that from other tenants it secured and rented apartments to in said building, the rent received,—it has used as it lawfully and properly might in connection with said building, and as authorized by the complainant; and respecting the rents collected, defendant has at all times been ready to account, and has accounted in respect thereto.

7. That paragraph seven (7) of Bill of Complaint is admitted.

8. That as to paragraph eight (8) of Bill of Complaint, defendant admits re-conveyance to complainant of the lands described in paragraph 7 of Complainant's Bill, by deed dated July 15, 1913; and that complainant executed and delivered to the New Jersey Title Guarantee and Trust Company a bond secured by mortgage for fifteen thousand dollars ($15,000.00), upon the lands and premises described in said deed; and that the Complainant directly thereafter re-conveyed said lands to the defendant;—But defendant denies that said sum of $15,000.00 for which said mortgage was given, was then paid to defendant; and states that the same was paid from time to time, by the mortgagee, in installments to the defendant as the construction of said building progressed;—And in answering, defendant states that the said monies realized, from said mortgage loan, were devoted by defendant to and for the purposes of said building, as required in the construction thereof, and pursuant to said agreement.

9. That as to paragraph nine (9) of Bill of Complaint, defendant admits the re-conveyance by defendant to complainant of the lands described in said paragraph; and that complainant did convey said land to one Robert M. Hughes;—but defendant says that complainant did not, as erroneously stated in said paragraph, collect and retain the purchase price of said land paid by Hughes. On the contrary defendant answers and states, that said purchase price was received by defendant and applied to the purpose of said Agreement and in accordance therewith.

10. That as to paragraph ten (10) of Bill of

Complaint, defendant admits the allegations therein, of the conveyance of lands described in said paragraph; and defendant says it received the purchase price of said lands, but denies it retained the purchase money. On the contrary defendant states, that said purchase price was applied to the purposes of said Agreement, and pursuant thereto.

11. That as to paragraph eleven (11) of the Bill of Complaint defendant admits the conveyance and re-conveyance as stated in said paragraph, of the lands described in paragraph 7, and that complainant executed a bond secured by mortgage for $30,000.00 on said lands, to the Trust Company of New Jersey. And in further answer to said paragraph 11 defendant states, that a mortgage for $20,000.00 theretofore made by complainant to and held by the Provident Institution for Savings in Jersey City, was then paid off, with the accrued interest thereon, out of the said mortgage loan of $30,000.00; and also the expenses in connection with the procuring of said mortgage loan of $30,000.00, and the balance of said loan thereafter remaining, was applied to and for the purposes of said Agreement, and pursuant thereto.

12. That twelve (12) of Bill of Complaint is admitted.

13. That defendant denies the allegation of complainant in paragraph thirteen (13) of Bill of Complaint wherein complainant states, to-wit: "That on December 23, 1913, the defendant executed and delivered to the Provident Institution for Savings in Jersey City a mortgage to procure payment of a bond for the sum of $20,000.00 on lands and premises described in paragraph Number 7". And defendant in further answering states the fact to be, that on December 23, 1913,

the complainant executed and delivered to the Provident Institution for Savings in Jersey City a mortgage for $20,000.00 on the lands and premises described in said paragraph No. 7, and which said mortgage, with its accrued interest, was paid out of the proceeds of the mortgage loan of $30,000.00 on April 16, 1914, as hereinbefore stated in this Answer.

14. That paragraph fourteen (14) of the Bill of Complaint is admitted.

15. That as to paragraph fifteen (15) of the Bill of Complaint, the defendant answering says, that the statement therein made is inaccurate in part and misleading: And defendant makes answer thereto and says, that in respect to the sale of the said two lots, and the proceeds of said mortgages, the facts are, defendant alleges, that the property which the said complainant first conveyed to defendant, had on it as an encumbrance a part consideration mortgage which she had given to one Isabelle M. Craig, from whom she acquired title to the property. And defendant says that out of the proceeds of sale of the lots referred to in paragraph 15, said mortgage of $15,000.00 with the accrued interest thereon, was reduced by part payment to $6,000.00; and that three other mortgages were put on said property, or some portions of it, by complainant, to-wit;—one mortgage for $15,000.00, another for $20,000.00 and another for $30,000. And when the said $20,000.00 mortgage was placed on said property, out of the proceeds of that mortgage, the $15,000.00 mortgage, with accrued interest, was paid off; and when the $30,000.00 mortgage was placed on the property out of the proceeds of that mortgage, the said $20,000.00 mortgage with all accrued interest was paid. And that only the balance remaining of proceeds of said sale of the said two lots of land,

and the balance remaining of the proceeds of said three mortgage loans were available, to be used in the cost of the erection and construction of said building. And defendant states, that said balance of the proceeds of sale of said two lots, and of the proceeds remaining of said mortgages, after the payments thereout as stated, have been applied by defendant to the cost of construction of said building, and to the purposes of the said Agreement, and in accordance therewith.

16. As to paragraph sixteen (16) of the Bill of Complaint, defendant admits it retains title to the lands conveyed to it by the said Eleanor P. Shaw, excepting so much and such parts thereof as have been sold to purchasers, by the acquiescence of the said Eleanor P. Shaw, and to whom she executed deeds of conveyance for the parts sold. Defendant admits it collects the rents from tenants, other than Eleanor P. Shaw tenant, of the apartment house, the building on said lands constructed by defendant under Agreement with Complainant; and said rents have been collected by authorization and consent of the said Eleanor P. Shaw.

And this defendant denies the allegation in said paragraph contained, that defendant "has failed and refused to render a just and true account of the moneys received from said rents and two mortgages, the cash payment and the sale of lots, and proceeds of two other mortgages, and has failed to render a just and true account of the cost of said building."

On the contrary defendant says, it has been willing at all times to render account to complainant in respect to all of said matters; and that it has rendered to said complainant a just and true account of all said matters.

17. As to paragraph seventeen (17) of the Bill of Complaint, defendant denies the allegation therein, that the complainant has been ready or willing to pay to defendant the amount found to be due to it, upon a just and true accounting.

And in further Answer in respect to said paragraph 17, defendant says that from the very beginning of the undertaking to have said building constructed upon said lands, the said Eleanor P. Shaw lacked funds with which to pay for the construction thereof as it progressed, and requested and authorized the G. B. Beaumont Company, the defendant, to bargain and sell as opportunity might offer, parts of said lands, to secure funds to enable her to comply on her part with the requirements of said Agreement, and in that connection and for like purpose, requested and authorized the defendant to procure mortgage loans on the property, thereby to raise funds to enable her to carry out her agreement with defendant in the construction of said building. And in pursuance of said Agreement, the funds furnished by her and the money raised by sale of land as stated, and by mortgage loans, were insufficient to meet the payment to defendant of the balance due and owing by said Eleanor P. Shaw to defendant on completion of said building. And defendant says that the said Eleanor P. Shaw, after the completion of said building, lacking funds to pay her indebtedness to defendant, authorized defendant to rent the apartments in said building, and to collect the rents thereof for the purposes aforesaid.

And defendant in further answering says, that shortly after the completion of said building it was ready to fully account to the said Eleanor P. Shaw under said Agreement in respect to all its transactions in connection therewith, and requested and made an appointment with the said

Eleanor P. Shaw to come to its office in the City of New York, where its books and accounts were kept, to examine the same.

That the said Eleanor P. Shaw failed to come, and subsequently said to defendant, that as she was not in funds to make a settlement, there was no use of her going over the account at that time. And defendant states, that it has accounted to complainant, which account shows that the complainant is indebted to the defendant in the sum of forty five hundred dollars or thereabouts. And defendant prays, that complainant may be decreed to pay to defendant the amount found to be due upon such accounting, together with interest and costs.

Defendant annexes to this Answer its accounting and containing supplemental sheet showing recent items of account to date, May 29, 1915, and to which accounting defendant refers.

WM. A. LEWIS,
Solicitor of Defendant.

And the defendant by way of Cross-bill, exhibited against the Complainant, says:

1. That Complainant requested defendant to handle a proposition to construct for the complainant Eleanor P. Shaw an apartment house, on property of hers on Duncan Avenue, in Jersey City, and with such purpose requested defendant to prepare plans for the same.

That defendant did prepare plans for a five-story apartment consisting of twenty one apartments. Finding that the cost of such a building would exceed her funds, defendant prepared and submitted another plan for a three story apartment house, containing ten apartments in all.

In the meantime she sold the Duncan Avenue

property to an adjoining owner; and she then requested defendant to look for a suitable plot for her to purchase, on which to erect an apartment house. That defendant thereupon after looking about, called her attention to the Craig property, located at the southeast corner of the Boulevard and Highland Avenue, Jersey City. That complainant purchased that property, and requested defendant to design and draw plans for a four story building, consisting of nine apartments, including janitor's apartments, to be erected on that plot, which plans defendant drew; and complainant and defendant thereupon entered into an agreement for the construction of said apartment house on the property purchased by complainant of Isabelle M. Craig, a copy of which said Agreement appears annexed to Complainant's Bill, and to which reference hereby is made.

2. That complainant then authorized the defendant to demolish the building, the Craig residence, then standing on said property, and to use such of its material as defendant deemed fit and advisable in the construction of the apartment house to be built, and to dispose of all other material keeping an account of the same, for which service, complainant agreed to pay the cost of demolishing the building, plus ten per cent. That defendant did demolish said building, and disposed of the material in it. That the costs charges and credits appear in the account already given to the complainant.

3. That after defendant had commenced the construction of said apartment house, the building referred to in said Agreement, to-wit;—on April 3, 1913 the said Eleanor P. Shaw requested changes in the plans, and required alterations to be made in said building as follows to-wit:

Substitute Ludowici-Celadon Company's green

tile on front roof where slate is shown on drawings.

Install additional bath room in basement for use of servants.

Increase width of the rear of the building, in order to increase size of bed rooms No. 2.

That the said Eleanor P. Shaw agreed to pay the additional cost, incurred by such alteration in the construction of said building; which thereby adds to the total cost of the building.

That said alteration in the construction of the building was made by defendant as requested by complainant, the additional cost of which is shown in the accounting.

4. That complainant authorized further alteration in the plans of the building, to-wit:

To furnish and install eight (8) kitchen dressers, agreeing that the cost thereof be added to the contract allowance in construction of said building, and to be paid in accordance with said contract.

5. That on June 24, 1913 said Eleanor P. Shaw authorized the G. B. Beaumont Company to rent all apartments in said building, making such arrangements in respect thereto as in its judgment might seem advisable, and also in that connection, to make such other arrangements as may be necessary in respect to the furnishing and running of the apartments; and agreed that such cost as incurred in connection therewith, be added to the contract allowance, and as provided in said agreement. That defendant as thus authorized and required by complainant, did provide such furnishings and made the necessary arrangements, in connection with the renting of said building, cost of which to be added to the contract for the construction of the building.

6. That defendant leased to complainant an apartment in said building, at seventy dollars per month, from December 1, 1913; and that complainant has occupied said apartment from that time to the present paying no rent therefor.

7. That at the urgent request of plaintiff at different times, stating she was in great need of funds, defendant has at various times, paid to her money, the full amount of which payments is the sum of fourteen hundred dollars ($1,400.00), and which was paid out of monies received in transactions by defendant in connection with complainants property, and with which payments she is charged in Defendant's accounting.

8. That defendant may have such relief as may be just, in the several matters contained in this Cross-Bill.

And defendant prays that said Eleanor P. Shaw make answer, without oath, to this Cross-Bill and each statement therein.

WM. A. LEWIS,
Solicitor, and of Counsel
with Defendant.

Address
76 Montgomery Street,
Jersey City, N. J.

Accounting, Annexed to Answer.

Account.

(Ex. D-6.)

G. B. BEAUMONT COMPANY.

SHAW CONTRACT ACCOUNT.

EXPENDITURES.

1912.			
Apr. 6	Carfares	$	.30
" 13	Payroll		30.00
May 1	Telephone calls		.50
" 11	Payroll		86.00
" 18	Payroll		34.80
June 1	Telephone calls		.50
" 13	Carfares		1.07
" 15	Payroll		39.60
" 22	Payroll		25.20
" 29	Payroll		25.20
July 1	Telephone calls		.30
" 20	Payroll		40.80
" 20	Carfares		.15
" 27	Payroll		45.60
Aug. 1	Telephone calls		.40
" 3	Payroll		31.20
" 3	Carfares		.10
" 10	Payroll		43.20
" 17	Payroll		36.00
" 20	Carfares		.20
" 24	Payroll		40.80
" 30	Carfares		.15
" 31	Payroll		45.60
Sept. 1	Telephone calls		1.70
" 7	Payroll		38.04
" 14	Carfares		2.08
" 20	Building permit		25.00
" 21	Payroll		36.00
" 23	2 Record Books		1.75
" 30	Stationery		.24
" 30	N. J. Title Co. (Examination of Plans)		15.00
" 30	Carfares		.14
Oct. 1	Telephone calls		6.10
" 2	Carfares		.24
" 5	Payroll		37.02
" 8	Carfares		.32
" 9	Carfares		.34
" 12	Payroll		31.02
" 19	Payroll		46.10
" 27	Copy of Building Code		.25
" 27	Carfares		.14
" 26	Payroll		13.60
Nov. 1	Telephone calls		7.57
" 2	Payroll		9.80
" 7	Carfares		.29
" 9	Payroll		52.14
" 11	Paid Architect on account of Plans ...		200.00
" 16	Payroll		29.00
" 25	Carfares		.24

	" 27	N. J. Title Co. (Examination of Plans)	15.00	
	" 27	Carfares	.48	
	" 29	200 Tags	.70	
	" 30	Payroll	31.02	
	" 30	Postage Stamps	.40	
	Dec. 1	Telephone calls (Month of November)	10.01	
	" 3	Carfares	.24	
	" 3	Sign "Material for Sale"	2.50	
	" 3	Carfares	2.24	
	" 7	Payroll	96.71	$ 1,191.09
	1912.		$ 1,191.09	
10	" 7	Job Expense	.35	
	" 7	Carfares	.27	
	" 13	Building Permit	23.00	
	" 11	4 Chisels	2.90	
	" 12	1 Chisel	.80	
	" 11	Carfares	.10	
	" 12	Carfares	.29	
	" 14	Payroll	101.14	
	" 14	Job Expense	1.04	
	" 14	Carfares	.14	
	" 17	Hudson City Sav. Bank (Examination of Plans)	3.00	
	" 20	Paid Architect on account of Plans	100.00	
	" 21	Payroll	150.84	
	" 21	Job Expense	1.29	
	" 21	Carfares	.34	
20	" 19	Postage Stamps	1.00	
	" 28	Payroll	123.64	
	" 28	Job Expense	1.35	
	" 28	Carfares	.14	
	" 31	Stationery	.87	
	1913.			
	Jan. 1	Telephone calls (Month of December)	15.28	
	" 4	Payroll	128.67	
	" 4	Job Expense	1.20	
	" 4	Carfares	.14	
	" 6	Carfares	.17	
	" 7	Carfares	.24	
	" 9	Carfares	.24	
	" 9	Book of Tube Tickets	1.75	
	" 9	Premium on Liability Insurance	50.00	
	" 11	Payroll	125.12	
30	" 11	Job Expense	1.09	
	" 11	Carfares	.34	
	" 13	Carfares	.14	
	" 14	Carfares	.10	
	" 15	Postage Stamps	1.00	
	" 18	Payroll	144.98	
	" 18	Job Expense	2.14	
	" 18	Carfares	.14	
	" 15	Oil Heater	8.00	
	" 23	Paid Architect on account of Plans	100.00	
	" 25	Pay Envelopes	.10	
	" 25	Payroll	135.12	
	" 25	Job Expense	1.73	
	" 25	Carfares	.24	
	" 29	Box Specification Paper	1.60	
	" 31	Stationery	.78	
40	Feb. 1	Telephone calls (month of January)	13.13	

Accounting, Annexed to Answer.

"	1	Payroll	161.03	
"	1	Job Expense	1.64	
"	5	Carfares	.42	
"	7	Book of Tube Tickets	1.75	
"	8	Record book for Job	.25	
"	8	Payroll	106.09	
"	8	Job Expense	1.09	
"	11	Landrine (misc. supplies during January)	11.51	
"	11	Ribbon for typewriter	.50	
"	15	Payroll	100.67	
"	15	Job Expense	.70	
"	17	Carfares	1.05	
"	17	Postage Stamps	1.00	
"	21	Box Specification Paper	1.60	
"	22	Payroll	148.74	
"	22	Job expense	3.19	$ 2,978.26
1913.			$ 2,978.26	
"	24	Covers & fasteners for specifications	.50	
"	25	Postage Stamps	.58	
"	26	Bottle white ink to change name on plans	.10	
"	27	Carfares	2.02	
"	28	Fee for Filing Deeds	4.30	
"	28	Carfares	.24	
Mar.	1	Telephone calls (Month of February)	9.68	
"	1	Wm. C. Arnold (Professional Services)	100.00	
"	1	Stationery	.66	
"	1	Landrine (misc. supplies during February)	24.29	
"	1	Telephone calls (Job)	5.50	
"	1	Payroll	122.20	
"	1	Job Expense	.70	
"	1	Carfares	.14	
"	1	Ink for marking plans	.10	
"	8	Contract Forms	.38	
"	8	Carfares	.10	
"	8	Payroll	118.41	
"	8	Job Expense	.70	
"	8	Carfares	.28	
"	11	Box fasteners for specifications	.25	
"	15	Postage Stamps	1.00	
"	15	Carfares	.59	
"	15	Payroll	142.89	
"	15	Job Expense	.78	
"	19	Expressage of plans to Sub-Contractor	.25	
"	19	T. P. Brennan (carting away rubbish)	65.00	
"	22	Payroll	128.45	
"	22	Job Expense	.98	
"	22	Carfares	.53	
"	20	Fiske & Co. (15,000 Tapestry Brick)	390.00	
"	22	Permit	3.00	
"	28	Note Books for Job	.09	
"	28	Book of Tube Tickets	1.75	
"	28	Carfares	.72	
"	28	Time Book for Job	.30	
"	29	Payroll	131.66	
"	29	Job Expense	1.43	
"	29	Carfares	.20	
"	29	Memo Paper and Carbon Paper for Job	1.12	
"	31	43,000 Common Brick	258.00	

Accounting, Annexed to Answer.

	" 31	Stationery	.24		
	Apr. 1	Telephone calls (month of March)	20.10		
	" 1	Postage Stamps	.50		
	" 2	Lumber	2.79		
	" 4	Trucking Tapestry Brick to Job	33.75		
	" 5	Demurrage on Brick	1.00		
	" 5	Payroll	119.49		
	" 5	Carfares	1.57		
	" 5	Street Permit	5.00		
	" 5	Six months' Interest on Craig Mortgage of $15,000	450.00		
	" 9	Carfares	.12		
10	" 9	Water Permit	55.25		
	" 10	Harrison & Dunham (Survey)	10.00		
	" 12	Payroll	191.99		
	" 12	Kerosine	.39		
	" 14	Postage Stamps	.50		
	" 14	Premium on Fire Insurance	8.25		
	" 16	Contract Forms and Fasteners	.55		
	" 11	Chesebro, Whitman & Co. (Mortar Tubes & Ladders)	52.00		
	" 11	T. P. Brennan (Excavating)	445.00		
	" 18	Landrine (misc. tools & supplies during March)	17.04	$	5,913.66
	1913.			$	5,913.66
	" 19	Payroll	332.30		
	" 21	Premium on Liability Insurance	140.06		
20	" 21	Blank Leases	.75		
	" 21	Interest on LaSalle Mortgage paid to Mrs. Shaw	60.00		
	" 24	Interest on Lanni Mortgage paid to Mrs. Shaw	60.00		
	" 26	Payroll	585.97		
	" 26	Job Expense	2.28		
	" 26	Carfares	.14		
	" 26	Postage Stamps	.50		
	" 29	Blue Prints	.26		
	" 30	Carfares	.57		
	" 30	Stationery	.75		
	May 1	Telephone calls (month of April)	20.70		
	" 2	Carfares	.21		
	" 3	Carfares	.14		
	" 3	Payroll	407.98		
30	" 3	Job Expense	.67		
	" 2	Due Postage	.02		
	" 3	Washburn Bros. (Mason Material)	1,316.31		
	" 3	Hull, Grippen & Co. (Nails)	21.65		
	" 2	Oakland Lumber Co. (Lumber)	627.32		
	" 3	Waterproofing Paint	11.00		
	" 8	Landrine (misc. tools & supplies during April)	13.70		
	" 9	Due Postage	.02		
	" 10	Payroll	411.09		
	" 10	Job Expense	1.38		
	" 10	Carfares	.17		
	" 12	Time Sheets for Job	6.25		
	" 13	Memo Pads for Job	.55		
	" 13	Carfares	.24		
	" 16	Coin Envelopes for Payroll	.15		
40	" 16	Due Postage	.06		
	" 17	Payroll	581.71		

"	17	Job Expense..	3.19	
"	19	Indelible Pencil	.10	
"	19	Postage Stamps	1.00	
"	19	Tracing Cloth and Tracing Paper	3.67	
"	23	Due Postage	.04	
"	24	Payroll	481.24	
"	24	Job Expense	.14	
"	31	Payroll	399.44	
"	31	Job Expense	1.10	
"	31	Stationary	.51	
June	2	Load of Ashes	2.50	
"	3	Oakland Lumber Co. (Lumber)	178.43	
"	3	Telephone calls (month of May)	20.30	
"	3	Pencils for Job	.33	
"	3	Washburn Bros. (Mason Material)	1,592.97	
"	3	Carfares	5.23	
"	5	Postage Stamps	1.00	
"	7	Payroll	351.30	
"	7	Job Expense	.55	
"	7	Landrine (misc. supplies)	7.07	
"	10	Carfares	.14	
"	10	N. J.Title Co. (Examination of Plans)..	15.00	
"	13	Carfares	.51	
"	14	Payroll	307.19	
"	14	Job Expense	.16	
"	21	Payroll	295.84	
"	21	Job Expense	.20	
"	21	Postage Stamps	1.00	
"	25	Carfares	.05	
"	25	N. J. Title Co. (Fees in connection with Loan)	100.00	
"	28	Payroll	313.64	
"	28	Job Expense	.14	
"	30	O'Connell (Ashes)	2.50	$ 14,605.05
1913.			$14,605.05	
"	30	Oakland Lumber Co. (Lumber)	269.54	
"	30	Blue Prints	.24	
"	30	Harrison & Dunham (Survey)	10.00	
"	30	Stationery	.54	
"	30	Fagon Iron Works (on account of contract)	595.00	
"	30	Nate Company (on account of Heating Contract)	700.00	
"	30	Cullen Plumbing Co. (on account of contract	1,250.00	
"	30	Premium on Nate Co. Bond	10.00	
"	30	Mayer-Bez Stone Co. (on account of Cut Stone)	450.00	
"	30	Woodhouse & Co. (on account of Mill Work Contract)	301.75	
July	1	Telephone colls (month of June)	13.70	
"	1	Washburn Bros. (Mason Material)	392.00	
"	1	Landrine (misc. supplies)	4.21	
"	3	Payroll	254.04	
"	3	Job Expense	1.11	
"	7	Chesebro, Whitman & Co. (Ladders) ..	14.00	
"	7	Postage Stamps	1.00	
"	9	Carfares	.10	
"	10	Carfares	.14	
"	12	Payroll	216.60	
"	15	Carfares	.28	

Accounting, Annexed to Answer.

	"	15	Postage Stamps	.50	
	"	16	Carfares	.14	
	"	19	Payroll	286.54	
	"	22	Box "Gem Clips" for Job	.35	
	"	22	Marjorie Roofing Co. (Waterproofing)	12.00	
	"	26	Payroll	280.74	
	"	26	Job Expense	1.20	
	"	28	Postage Stamps	1.00	
	"	29	Lumber from Craig Residence	465.11	
	"	30	Paper for Letters and Diaries	5.62	
	"	31	Premium on Fire Insurance	137.50	
	"	31	Ashes (O'Connell)	1.50	
10	"	31	Landrine (Nails & Hardware)	12.00	
	"	31	Oakland Lumber Co.	586.72	
	"	31	Washburn Bros. (Mason Material)	607.16	
	"	31	Stationery	.48	
	Aug.	1	Two Signs	7.50	
	"	1	Box File for Job	.20	
	"	1	Telephone calls (month of July)	13.50	
	"	1	Carfares	2.25	
	"	3	Coin Envelopes	.05	
	"	2	Payroll	194.47	
	"	2	Job Expense	.24	
	"	2	Leveling Lot	5.00	
	"	7	Carfares	.19	
	"	9	Payroll	580.24	
	"	9	Job Expense	4.27	
	"	8	J. J. O'Hara (Lathing)	245.35	
20	"	15	Postage Stamps	1.00	
	"	16	Water Barrel	.50	
	"	16	Payroll	615.24	
	"	16	Job Expense	.28	
	"	20	Carfares	.21	
	"	20	W. H. Gutschmidt (on account of Roofing Contract)	400.00	
	"	22	Carfares	.14	
	"	23	Payroll	368.77	
	"	23	Job Expense	.15	
	"	23	Carfares	.26	
	"	28	Postage Stamps	1.30	
	"	28	Carfares	.17	
	"	30	Payroll	212.19	$ 24,141.33
	1913.			$24,141.33	
	"	30	Carfares	.07	
30	"	30	West Bergen Iron Foundry (Sash Weights)	21.60	
	"	30	West Bergen Iron Foundry (Sash Weights)	6.90	
	"	30	Johns-Mansville (Floor Deafening)	125.64	
	"	30	Large Manila Envelopes for Job	.35	
	"	30	Landrine (Nails)	1.47	
	"	30	Washburn Bros. (Mason & Plaster Material)	820.95	
	"	30	Oakland Lumber Co. (Lumber)	48.08	
	"	30	5 yds. Ashes and Removal of Rubbish	16.00	
	"	30	Menagh (Sash Weights, Nails & Misc. Hardware)	48.00	
	"	30	Royal Insurance Co. (Prem. on Fire Insurance)	55.00	
	"	30	Stationery	.72	
40					

Accounting, Annexed to Answer.

Sept.	1	Telephone calls (month of August)	12.75	
"	2	Record Paper for Job	2.10	
"	3	Carfares	1.17	
"	6	Payroll	176.14	
"	6	Carfares	.14	
"	8	Postage Stamps	1.00	
"	8	Carfares	.76	
"	9	Premium on Fire Insurance (Old Barn)	19.00	
"	10	Carbon Paper for Job	1.00	
"	13	Carfares & Expense	6.86	
"	13	Carfares	.14	
"	13	Payroll	265.99	
"	13	Job Expense	.12	
"	20	Carfares	.43	
"	13	Carfares	.17	
"	9	Fagon Iron Works (on account of Iron Contract)	405.00	
"	20	Payroll	334.41	
"	20	Job Expense	1.47	
"	19	W. H. Gutschmidt (on account of Roofing Contract)	100.00	
"	19	Lavery & Company (Flooring)	779.25	
"	20	Leonard Sheet Metal Works (Kalamein Work)	238.00	
"	20	Woodhouse & Co. (on account of Mill Work)	2,413.25	
"	22	Mayer-Bez Stone Co. (on account of Stone Contract)	450.00	
"	23	Mackay Co. (on account of Painting Contract)	1,400.00	
"	23	Mackay Co. (Interior Decorating)	550.00	
"	23	Nate Co. (on account of Heating Contract)	700.00	
"	24	Storm M'f'g. Co. (Dumbwaiters)	170.00	
"	24	McCoy & Son (Lighting Fixtures)	750.00	
"	25	Newark Mantel & Tile Co. (Marble & Tile)	675.00	
"	26	Due Postage	.02	
"	26	Six months' interest on Craig Mortgage of $15,000	450.00	
"	27	Payroll	407.09	
"	27	Job Expense	3.25	
"	30	O'Connell (removal of dirt)	16.00	
"	30	Watson Flagg Co. (Electrical Wiring)	1,000.00	
"	30	Landrine (6 rolls of sheathing paper)	3.53	
"	30	Washburn Bros. (Mason Material)	26.43	
"	30	Menagh (4 kegs nails)	9.40	
"	30	J. J. Wallace & Co. (Stair Contract)	528.00	
"	30	Cullen Plumbing Co. (on account of Plumbing Contract)	2,028.00	
"	30	Nate Co. (on account of Heating Contract)	54.00	
"	30	Postage Stamps	.50	
"	30	Stationery	.96	
Oct.	1	Telephone calls (month of September)	16.50	
"	3	Blue Prints	.24	
"	4	Payroll	476.14	
"	4	Job Expense	4.69	
"	4	Nate Co. (changing kitchen radiators)	42.00	
"	7	Postage Stamps	.50	
"	11	Payroll	412.90	
"	11	Job Expense	1.76	$ 40,221.67

Accounting, Annexed to Answer.

	1913.			$40,221.67
	"	15	Due Postage	.04
	"	15	Postage Stamps	.50
	"	15	Burns Bros. (Coal)	28.15
	"	15	Janitor's wages	12.50
	"	18	Payroll	434.34
	"	18	Job Expense	.88
	"	19	2 Box Files for Job	.50
	"	19	Blue Prints	.50
	"	21	Postage Stamps	.50
	"	21	Special Delivery Stamp	.10
	"	23	Lavery & Co.	25.28
10	"	23	Public Service Gas Co. (9 Gas Ranges)	288.00
	"	24	Judd & Co. (Clothes Poles for Closets)	2.06
	"	25	Payroll	264.20
	"	25	Job Expense	1.39
	"	28	P. F. Corbin (Hardware)	362.04
	"	30	Judd & Co. (Clothes Poles for Closets)	11.19
	"	31	Mayer-Bez Stone Co. (Extra Work)	15.00
	"	31	Hanson & Rhodes (Hardware)	4.15
	"	31	J. Gahagan's Sons (Kitchen Dressers)	76.00
	"	31	Telephone calls (month of October)	20.49
	"	31	Wallace & Co. (change on stairs)	27.00
	"	31	Blue Prints	.20
	"	31	Menagh (flooring nails)	2.35
	"	31	Mackay Co.	68.00
	"	31	P. & F. Corbin (Hardware)	6.60
	"	31	Landrine (misc. supplies)	25.54
20	"	31	Headden & Son (Coal)	12.30
	"	31	Public Service Gas Co. (Gas)	.18
	"	31	Janitor's suit and cap	18.62
	"	31	Refrigerators	197.00
	"	31	Shades	178.60
	"	31	Stationery	.90
	Nov.	1	Payroll	181.39
	"	1	Job Expense	3.32
	"	1	Due Postage	.06
	"	1	Janitor's wages	12.50
	"	1	Engraving 3 Push Buttons	2.25
	"	5	Postage Stamps	.68
	"	8	Payroll	122.64
	"	8	Job Expense	1.93
	"	15	Janitor's wages	12.50
	"	15	Payroll	74.97
30	"	15	Job Expense	2.26
	"	22	Payroll	51.24
	"	25	Telegram to Mrs. Shaw	.25
	"	29	Interest on LaSalle Mortgage paid to Mrs. Shaw	36.00
	"	29	N. J. Title Co. (balance of Fees in conn. with Loan	253.00
	"	29	Janitor's wages	12.50
	"	29	Headden & Son (Coal)	36.90
	"	29	Public Service Gas Co. (Gas)	.63
	"	29	Public Service Gas Co. (Gas)	3.24
	"	29	Carpet	125.63
	"	29	Payroll	53.11
	"	29	Job Expense	1.13
	"	6	Paid Architect on account of Plans	250.00
	"	29	Paid Architect on account of Plans	227.25
40	"	18	Newark Glass Company	6.25

"	29	Stationery	.75	
"	30	Ten Per Cent.	4,365.92	
"	30	One month's interest at 6% on balance due Nov. 1st	102.15	
Dec.	1	Telephone calls (month of November)..	17.29	
"	1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	$ 48,334.51
1913.			$48,334.51	
"	6	Payroll	51.24	
"	8	W. H. Gutschmidt (extra work on Roof)	35.72	
"	2	Postage Stamps	.50	
"	9	Mackay Company (extra work—painting)	21.00	
"	9	Special Delivery Stamp	.10	
"	10	Royal Insurance Co. (Prem. on Fire Ins.)	95.04	
"	12	Carfares	2.00	
"	13	Payroll	58.44	
"	15	Postage Stamps	.50	
"	17	Janitor's wages	12.50	
"	18	Sheets for Loose Leaf Book	.60	
"	18	Cullen Plumbing Co. (extra plumbing work)	136.77	
"	19	Amount of Craig Mortgage paid off (Lot #3)	2,000.00	
"	18	Carfares	.20	
"	18	Notary Fee	.50	
"	19	Taxes—1913	216.55	
"	19	Interest paid to Dr. Craig on $2,000.00 paid off	33.00	
"	19	Carfares	.44	
"	20	Payroll	59.19	
"	20	Job Expense	1.45	
"	23	N. J. Title Co. Loan paid off	15,000.00	
"	24	Amount of Craig Mortgage paid off (Lots #6 & #7)	6,000.00	
"	24	Amount of Craig Mortgage paid off (Lots #4 & #5)	1,000.00	
"	24	Interest and fees paid to Dr. Craig on $7,000.00	113.83	
"	24	Carfares	.28	
"	23	Interest paid to Title Company on Mortgage	427.12	
"	26	Prem. on Bond for Prov. Inst. for Savings	25.00	
"	23	Fee of Hartshorn, Insley & L. (Prov. Inst. Loan)	97.01	
"	26	Hughes & Son for moving stable rear of Apartment	80.00	
"	26	Postage Stamps	.50	
"	27	Engraving push button	.75	
"	27	Payroll	88.33	
"	27	Job Expense	.24	
"	31	Headden & Son (Coal)	55.35	
"	31	Public Service Co. (Lamps)	18.60	
"	31	Public Service Gas Co. (Gas) ..	1.62	
"	31	Public Service Gas Co. (Gas)	2.79	
"	31	Public Service Electric Co. (Electricity)	15.80	
"	31	Stationery	1.29	

	" 31	Ten Per Cent.	165.43	
	" 31	One month's interest at 6% on balance due Dec. 1st	104.80	
	1914.			
	Jan. 1	Telephone calls (month of December)..	12.30	
	" 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
	" 3	Janitor's wages	12.50	
	" 3	Payroll	28.22	
	" 3	G. B. B.'s expenses and carfares (September, '13)	25.64	
	" 3	G. B. B.'s expenses and carfares (October, '13)	2.58	
	" 3	G. B. B.'s expenses and carfares (November, '13)	4.00	
	" 3	G. B. B.'s expenses and carfares (December, 13)	.34	
	" 3	Art Metal Works (two front lamps)	77.00	
	" 10	Payroll	45.42	
	" 12	Postage Stamps	.50	
	" 12	Premium on Liability Insurance	144.76	
	" 14	Carfares	.29	
	" 15	Carfares	.14	
	" 17	Janitor's wages	12.50	
	" 13	Engraving push button	.75	
	" 17	Postage Stamps	.50	
	" 17	Payroll	43.02	
	" 21	Prem. on Liability Insurance	12.00	
	" 24	Payroll	21.42	
	" 27	2 doz. blank leases	.75	
	" 27	1¾ F. Corbin (card plates)	.71	$ 74,774.33
	1914.		$74,774.33	
	" 29	Recording cancellation of Craig Mortgage	2.00	
	" 29	Carfares	.27	
	" 31	Payroll	38.22	
	" 31	Carfares	.10	
	" 31	Janitor's wages	12.50	
	" 31	Headden & Son (Coal)	73.80	
	" 31	Blue Prints	.10	
	" 31	Public Service Electric Service	10.80	
	" 31	Public Service Gas Service	1.71	
	" 31	Public Service Gas Service	2.97	
	" 31	Mat for Front Door	2.00	
	" 31	Engraving push button	1.00	
	" 31	2 Mazda Lamps	1.16	
	" 31	Stationery	.39	
	" 31	Ten Per Cent.	66.24	
	" 31	One month's interest at 6% on balance due Jan. 1st	115.05	
	Feb. 1	Telephone calls (month of January) ..	13.99	
	" 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
	" 4	Carfares	.14	
	" 4	Blank Deeds	.25	
	" 6	Interest on Prov. Inst. Loan to Dec. 31st '13	25.00	
	" 7	Payroll	11.82	
	" 9	Notary Fee	.50	
	" 9	Carfares	.14	
	" 9	Telephone calls	.10	

"	10	Postage Stamps	.50	
"	14	Janitor's wages	12.50	
"	14	Payroll	31.02	
"	16	Carfares	.19	
"	16	Recording Deed	2.20	
"	16	Carfares	.10	
"	21	Payroll	21.42	
"	28	Headden & Son (Coal)	61.50	
"	28	Public Service Electric Lamps	16.20	
"	28	Public Service Electric Service	9.00	
"	28	Public Service Gas Service	1.17	
"	28	Public Service Gas Service	2.43	
"	28	Janitor's wages	12.50	
"	28	Payroll	21.42	
"	26	Cash to Mrs. Shaw	100.00	
"	28	Stationery	.30	
"	28	Ten Per Cent.	41.44	
"	28	One month's interest at 6% on balance due Feb. 1st	116.83	
Mar.	1	Telephone calls (month of February)	15.48	
"	1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
"	2	Carfares	.34	
"	3	Postage Stamps	.50	
"	5	Engraving push button	.50	
"	6	Clothes Line Posts	10.80	
"	7	Payroll	62.62	
"	7	Carfares	1.06	
"	8	Railing at Court #2	8.00	
"	14	Janitor's wages and expenses	12.90	
"	14	Payroll	79.02	
"	14	Carfares	2.15	
"	16	Cash to Mrs. Shaw	50.00	
"	19	Postage Stamps	.50	
"	19	2 Shades	2.05	
"	21	Payroll	82.62	
"	21	Carfares	1.86	
"	25	Interest on Craig Mortgage of $6,000.00	180.00	
"	28	Payroll	21.42	
"	31	Bill for Water	18.40	$ 76,295.52
1914.			$76,295.52	
"	31	Janitor's wages	12.50	
"	31	Headden (Coal)	79.95	
"	31	Telephone calls (month of March)	4.52	
"	31	Public Service Gas	2.25	
"	31	Public Service Gas	1.17	
"	31	Public Service Elect.	6.70	
"	31	Landrine (misc. supplies)	11.15	
"	31	Stationery	.54	
"	31	Ten Per Cent.	73.90	
"	31	One month's interest at 6% on balance due Mar. 1st	69.10	
Apr.	1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
"	3	Cash to Mrs. Shaw	50.00	
"	4	Carfares	2.15	
"	4	Postage Stamps	.50	
"	4	Payroll	43.02	
"	4	Extra Key for tenant	.25	
"	4	Carpenter working at Apartment	21.04	
"	6	Postal cards	.15	

	"	7	Engraving push button	.75	
	"	9	Blank Deeds	.45	
	"	9	Payroll	31.02	
	"	11	Carfares	.28	
	"	13	Cash to Mrs. Shaw	100.00	
	"	13	Repainting Sign	2.50	
	"	13	Carfares	.14	
	"	13	Engraving push button	.50	
	"	14	Taxes—1913	184.44	
	"	14	Carfares	.42	
	"	16	Paid off Loan of Prov. Inst. for Savings	20,000.00	
10	"	16	Interest paid to Prov. Inst. for Savings	294.44	
	"	16	Paid Jas. F. Fielder, fees in conn. loan (Trust Co.)	204.94	
	"	18	Cash to Mrs. Shaw	100.00	
	"	18	Payroll	31.02	
	"	18	Janitor's wages	12.50	
	"	18	Janitor's expenses	1.30	
	"	18	Carfares	.33	
	"	25	Payroll	31.02	
	"	27	Special Delivery Stamp	.10	
	"	30	Exchange on check	.10	
	"	30	Janitor's wages	12.50	
	"	30	Janitor's expenses	.30	
	"	30	Public Service Electric	7.30	
	"	30	Public Service Gas	2.52	
20	"	30	Public Service Gas	1.08	
	"	30	Headden (Coal)	36.00	
	"	30	Fagon Iron Works (Railing at Court)	39.00	
	"	30	Stationery	.42	
	"	30	Ten Per Cent.	128.25	
	"	30	One month's interest at 6% on balance due Apr. 1st	71.20	
	May	1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
	"	2	Special Delivery Stamp	.10	
	"	2	Payroll	14.22	
	"	6	Landrine (grass seed and rake)	.75	
	"	9	Payroll	6.00	
	"	9	Carfares	.10	
	"	7	Cash to Mrs. Shaw	100.00	
	"	8	Telephone calls	1.85	
30	"	16	Janitor's wages	12.50	
	"	16	Payroll	20.40	
	"	19	Cash to Mrs. Shaw	100.00	
	"	23	Carfares	.26	
	"	23	Payroll	3.00	
	"	26	Public Service Electric	5.70	
	"	26	Public Service Gas	2.34	
	"	26	Public Service Gas	.90	
	"	29	Janitor's wages	12.50	$ 98,389.85
	1914.			$98,389.85	
	"	31	Headden (Coal)	18.00	
	"	31	Exchange on check	.10	
	"	31	Payroll	29.04	
	"	31	Stationery	.42	
	"	31	Ten Per Cent.	39.82	
40	"	31	One month's interest at 6% on balance due May 1st	26.33	

Accounting, Annexed to Answer.

June 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		
" 3	Cash to Mrs. Shaw	150.00		
" 6	Payroll	22.20		
" 10	Cash to Mrs. Shaw	50.00		
" 12	Awnings	90.00		
" 13	Payroll	3.00		
" 16	Janitor's wages	12.50		
" 16	Janitor's expenses	.40		
" 20	Payroll	3.00		
" 20	Bill for Water	34.50		
" 22	Carfares	.14		
" 27	Payroll	14.64		10
" 30	Public Service Electric	5.10		
" 30	Public Service Gas	.81		
" 30	Public Service Gas	2.16		
" 30	Stationery	.36		
" 30	Ten Per Cent.	45.88		
" 30	One month's interest at 6% on balance due June 1st	26.03		
July 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		
" 1	Interest on Trust Company Mortgage	380.00		
" 3	Payroll	7.80		
" 3	Janitor's wages	12.50		
" 3	Cash to Mrs. Shaw	100.00		
" 3	Special Delivery Stamp	.10		
" 6	Screens	160.00		
" 11	Payroll	12.60		20
" 16	Janitor's wages	12.50		
" 16	Janitor's expenses	1.14		
" 14	Cash to Mrs. Shaw	50.00		
" 18	Payroll	14.66		
" 18	Carfares	.29		
" 25	Payroll	14.64		
" 31	Headden (Coal)	12.00		
" 31	Public Service Electric	4.90		
" 31	Public Service Gas	.99		
" 31	Public Service Gas	2.25		
" 31	Fagon Iron Works (iron bars on windows)	35.00		
" 31	Landrine (misc. supplies)	1.00		
" 31	Stationery	.36		
" 31	Ten Per Cent.	89.27		
" 31	One month's interest at 6% on balance due July 1st	26.06		30
Aug. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		
" 1	Payroll	7.80		
" 1	Telephone calls (month of July)	4.74		
" 1	Janitor's wages	12.50		
" 4	Papering Apartment	25.30		
" 6	Cash to Mrs. Shaw	100.00		
" 7	Carfares	.14		
" 8	Payroll	3.00		
" 14	Corbin (Hardware)	1.81		
" 15	Janitor's wages	12.50		
" 15	Payroll	3.00		
" 19	Bill for Water	34.50		
" 20	W. C. Arnold (Professional Services)	127.90		
" 22	Payroll	27.00	$100,472.53	40

	1914.		$100,472.53
	" 26	Cash to Mrs. Shaw	25.00
	" 29	Janitor's wages	12.50
	" 29	Payroll	14.64
	" 31	Headden (Coal)	6.00
	" 31	Landrine (misc. supplies)	5.45
	" 31	Public Service Electric	5.70
	" 31	Public Service Gas	1.98
	" 31	Public Service Gas	.81
	" 31	Stationery	.54
	" 31	Ten Per Cent.	50.28
	" 31	One month's interest at 6% on balance due Aug. 1st	28.47
	Sept. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00
	" 1	Postage Stamps	.20
	" 1	Telephone calls (month of August)	4.94
	" 4	Cash to Mrs. Shaw	75.00
	" 4	Special Delivery Stamp	.10
	" 5	Payroll	3.00
	" 10	Cash to Mrs. Shaw	50.00
	" 11	Blank Leases	.75
	" 11	Carfares	.10
	" 12	Payroll	3.00
	" 15	Janitor's wages	12.50
	" 16	Wall paper for Leeming Apartment	13.60
	" 19	Payroll	7.80
	" 26	Interest on Craig Mortgage of $6,000.00	180.00
	" 26	Payroll	14.64
	" 30	Exchange on check	.10
	" 30	Wall Paper for Leeming Apartment	1.20
	" 30	Public Service Electric	7.10
	" 30	Public Service Gas	1.98
	" 30	Public Service Gas	1.08
	" 30	Interest on Trust Company Mortgage	450.00
	" 30	Telephone calls (month of September)	4.79
	" 30	Headden (Coal)	12.50
	" 30	Stationery	.51
	" 30	Ten Per Cent.	91.49
	" 30	One month's interest at 6% on balance due Sept. 1st	28.76
	Oct. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00
	" 2	Engraving push button	.75
	" 3	Painting and papering Leeming Apartment	39.00
	" 6	Painting and papering Leeming Apartment	8.75
	" 3	Carfares	.14
	" 3	Payroll	3.00
	" 5	Cash to Mrs. Shaw	50.00
	" 5	Special Delivery Stamp	.10
	" 9	Wall paper	1.08
	" 10	Payroll	3.00
	" 13	Carfares	.70
	" 14	Williams (Sign)	2.00
	" 16	Janitor's wages	12.50
	" 16	Janitor's expenses	.50
	" 17	Payroll	17.40
	" 19	Cash to Mrs. Shaw	100.00
	" 24	Bill for Water	23.00

" 24	Payroll	3.50		
" 31	Telephone calls (month of October)	4.59		
" 31	Headden (Coal)	18.75		
" 31	Landrine (misc. supplies)	1.00		
" 31	Janitor's wages	12.50		
" 31	Payroll	14.64		
" 31	Stationery	.33		
" 31	Ten Per Cent.	38.72		
" 31	One month's interest at 6% on balance due Oct. 1st	31.31	$102,116.30	
1914.			$102,116.30	
Nov. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		10
" 2	Public Service Gas	2.61		
" 2	Public Service Gas	1.35		
" 2	Public Service Electric	6.90		
" 7	Payroll	3.00		
" 14	Janitor's wages	12.50		
" 14	Payroll	11.00		
" 16	Janitor's expenses	.50		
" 16	Repairing Electrical Fixtures	.75		
" 17	Cash to Mrs. Shaw	50.00		
" 21	Payroll	12.60		
" 28	Janitor's wages	12.50		
" 28	Payroll	22.64		
" 30	Headden (Coal)	68.75		
" 30	Telephone calls (month of November)	4.49		
" 30	Public Service Gas	2.52		20
" 30	Public Service Electric	8.20		
" 30	Stationery	.48		
" 30	Ten Per Cent.	29.08		
" 30	One month's interest at 6% on balance due Nov. 1st	30.92		
Dec. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		
" 5	Payroll	3.00		
" 9	Carfares	.19		
" 12	Payroll	3.00		
" 16	Janitor's wages	12.50		
" 16	Janitor's expenses	1.25		
" 19	Payroll	3.00		
" 26	Payroll	3.00		
" 31	Telephone calls (month of December)	4.33		
" 31	Public Service Electric	7.50		30
" 31	Public Service Gas	2.61		
" 31	Public Service Gas	2.79		
" 31	Royal Insurance Co. Prem. on Fire Ins. to Nov. 29, '15	68.31		
" 31	Stationery	.33		
" 31	Ten Per Cent.	18.18		
" 31	One month's interest at 6% on balance due Dec. 1st	30.00		
1915.				
Jan. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00		
" 1	Pane of Glass	3.25		
" 2	Payroll	14.64		
" 15	Janitor's wages	25.00		
" 15	Janitor's expenses	.60		
" 30	Janitor's wages	12.50		40

"	30	Shades for Keays' Apartment	5.50	
"	30	Telephone calls (month of January)	5.65	
"	30	Payroll	11.64	
"	30	Public Service Gas	1.53	
"	30	Public Service Gas	2.07	
"	30	Public Service Electric	6.60	
"	30	Stationery	.24	
"	30	Postage Stamps	1.26	
"	30	Ten Per Cent.	16.05	
"	30	One month's interest at 6% on balance due Jan. 1st	28.47	
Feb.	1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
"	15	Postage Stamps	.50	
"	16	Re-imbursement to Holt for damage from leaks	10.00	
"	16	Janitor's wages	12.50	
"	16	Janitor's expenses	2.95	
"	28	Janitor's wages	12.50	
"	28	Janitor's expenses	.50	
"	28	Public Service Electric	7.60	
"	28	Public Service Gas	1.44	
"	28	Public Service Gas		
"	28	Payroll	11.64	
"	28	Stationery	.36	
"	28	Ten Per Cent.	13.00	
"	28	One month's interest at 6% on balance due Feb. 1st	26.82	$103,071.89
1915.			$103,071.89	
Mar.	1	Telephone calls (month of February)	.80	
"	5	Headden & Son (Coal)	18.75	
"	5	Carfares	.24	
"	6	Carfares	.10	
"	13	Headden & Son (Coal)	18.75	
"	13	Carfares	.14	
"	15	William C. Arnold (Professional Services)	150.00	
"	15	Ten Per Cent.	20.13	
"	15	Janitor's wages	12.50	
				$103,293.30

UNPAID BILLS.

Taxes on Beaumont Apartment 1914-1915	$ 929.72
Taxes on Vacant Plot 1914-1915	92.97
Water Bill to January 20, 1915	33.35
Interest on Trust Co. Mortgage to Dec. 31, 1914	450.00
Thomas Brown & Brothers (Bill for Painting)	75.00
A. B. Brown Company (Bill for Weather Strips)	36.00
John Headden & Son (Bill for Coal)	212.50
Interest on Craig Mortgage to March 26, 1915	180.00
Woodhouse & Company (Balance on Contract)	187.54

Accounting, Annexed to Answer

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

RECEIPTS.

1912.			
Sept.	19	Received from Mrs. Shaw	$ 500.00
Oct.	3	Received from Mrs. Shaw	40.00
Dec.	14	Returned by N. J. Title Co.	10.00
"	14	Sale of Material from Craig Residence	274.00
"	16	" " " " " "	3.25
"	17	" " " " " "	2.50
"	21	" " " " " "	7.55
"	28	" " " " " "	6.25
1913.			
Jan.	3	" " " " " "	60.00
"	7	" " " " " "	6.00
"	7	" " " " " "	50.00
"	10	" " " " " "	100.00
"	10	" " " " " "	19.00
"	11	" " " " " "	6.00
"	11	" " " " " "	90.00
"	16	" " " " " "	50.00
"	18	" " " " " "	114.25
"	20	" " " " " "	36.60
"	21	" " " " " "	100.00
"	21	" " " " " "	25.00
"	17	" " " " " "	50.00
"	28	" " " " " "	7.25
"	29	" " " " " "	20.00
"	31	" " " " " "	9.30
Feb.	19	" " " " " "	24.60
"	20	" " " " " "	70.50
"	26	" " " " " "	12.50
"	27	Received from Mrs. Shaw	5,000.00
Mar.	8	Sale of Material from Craig Residence	9.05
"	30	" " " " " "	258.00
Apr.	1	" " " " " "	3.00
"	5	" " " " " "	1.00
"	5	" " " " " "	1.25
"	5	" " " " " "	1.00
"	5	" " " " " "	1.50
"	5	" " " " " "	1.00
"	9	" " " " " "	.25
"	15	" " " " " "	.10
"	21	Returned for Building Permit	23.00
"	21	Interest collected on LaSalle Mortgage	60.00
"	23	Interest collected on Lanni Mortgage	60.00
"	23	Received payment of Lanni Mortgage	2,000.00
May	1	Sale of Material from Craig Residence	1.00
"	10	Collected for telephone calls	.50
July	2	Collected for telephone calls	.30
"	3	Collected for telephone calls	.10
"	16	Interest collected on LaSalle Mortgage	36.00
"	16	Received payment of LaSalle Mortgage	2,000.00
"	17	Payment on % Loan from N. J. Title Co.	5,000.00
"	19	Collected for telephone calls	.10
Aug.	6	Charged to Nate Company	1.09
"	4	Charged to Nate Company	2.77

	" 4	Charged to O'Hara	1.55	
	" 8	Payment on % Loan from N. J. Title Co.	2,500.00	
	July 19	Sale of Material from Craig Residence	14.00	
	" 29	Sale of Material from Craig Residence	465.11	
	Aug. 23	Collected for telephone calls	.10	
	" 29	Payment on % of Loan from N. J. Title Co.	2,500.00	
	Sept. 12	Sale of Material from Craig Residence	10.00	
	" 13	Sale of Empty Barrels	2.80	
	" 13	Collected for telephone calls	.10	
				$ 21,649.22
10				
	1913.		$ 21,649.22	
	" 15	Discount on Bill of Johns-Mansville	2.51	
	" 19	Credit from Cullen Plumbing Contract	238.05	
	" 20	Payment on % Loan from N. J. Title Co.	2,000.00	
	" 24	Collected for telephone call	.10	
	" 25	Collected for telephone call	.10	
	" 28	Credit from Cullen Plumbing Contract	44.00	
	" 29	Collected for telephone call	.10	
	" 29	Collected for telephone call	.20	
	Oct. 1	Charged to Cullen Plumbing Co.	4.54	
	" 1	Charged to Woodhouse Company	2.81	
	" 1	Discount on Lavery Co. bill	15.59	
	" 1	Charged to Cullen Plumbing Co.	1.90	
	" 3	Credit from Woodhouse & Co. Contract	97.00	
20	" 20	Payment on account of Loan from N. J. Title Co.	2,000.00	
	" 24	Credit from Woodhouse & Co. Contract	2.79	
	" 31	Credit from Washburn Bros.	37.17	
	Nov. 6	Charged to Woodhouse & Co.	.63	
	" 12	Payment on % Loan from N. J. Title Co.	1,000.00	
	" 21	Credit from Public Service Gas Co.	45.00	
	" 30	Rentals collected for month of November	145.00	
	Dec. 12	Credit from McCoy & Son Contract	60.00	
	" 20	Withheld from Woodhouse awaiting settlement	187.54	
	" 23	Loan from Provident Institute for Savings	20,000.00	
	" 23	Lot sold to Robert M. Hughes	3,500.00	
30	" 30	Rentals collected for month of December	215.00	
	1914.			
	Jan. 21	Sale of Tools	19.00	
	" 16	Sale of Material from Craig Residence	3.99	
	" 23	Sale of Material from Craig Residence	150.00	
	" 31	Sale of Material from Craig Residence	75.00	
	" 31	Rentals collected for the month of January	240.00	
	Feb. 9	Plot sold to Mrs. Katie Noe	9,600.00	
	" 28	Rents collected for month of February	395.00	
	Mar. 31	Rentals collected for month of February	455.00	
	" 31	Credit on % Fire Insurance on Old Barn	8.12	
	Feb. 6	Credit on % Fire Insurance Royal Insurance Co.	122.11	
40				

Accounting, Annexed to Answer.

Apr. 16	Loan from Trust Company of New Jersey	30,000.00	
" 30	Rentals collected for month of April	455.00	
May 31	" " " " " May	525.00	
June 30	" " " " " June	525.00	
July 31	" " " " " July	525.00	
Aug. 31	" " " " " August	525.00	
Sept. 30	" " " " " September	525.00	
Oct. 31	" " " " " October	535.00	
Nov. 30	" " " " " November	535.00	
Dec. 31	" " " " " December	535.00	
Jan. 31	" " " " " January	535.00	
Feb. 28	" " " " " February	535.00	
Mar. 15	" " " " " March	535.00	
			$ 98,607.47
	Ten per cent. charged on item marked () equals		106.40
			$ 98,713.87

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

Supplementary Sheet.

EXPENDITURES.

Mar. 1	Rental of Apartment #10 occupied by Mrs. Shaw	$ 70.00	
" 22	Headden & Son (Coal)	18.75	
" 22	Carfares	.14	
" 31	Janitor's wages	12.50	
Apr. 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
" 15	Wall paper for Mrs. Keays' Apartment	.96	
" 16	A. B. Brown Company (Weather Strips)	36.00	
" 16	Public Service Gas Co.	5.40	
" 16	Public Service Electric Co.	5.40	
" 20	Headden & Son (Coal)	212.50	
May 13	Thos. Brown & Brother (Painting and Decorating)	77.00	
	Ten Per Cent.	50.87	
" 1	Rental of Apartment #10 occupied by Mrs. Shaw	70.00	
" 1	Janitor's wages for April	25.00	
" 1	Janitor's expenses	.65	
" 1	Alshul Coal Co. (Coal)	34.50	
" 18	Public Service Electric Co.	5.30	
" 18	Public Service Gas Co.	3.78	
	Ten Per Cent.	13.92	
	Amount deposited in Trust Company of N. J.	395.77	
			$ 1,108.44

CREDITS.

	Correction in Arnold's bill of August 20th	$ 27.90	

Ten Per Cent. charged on difference ($27.90)		2.79	
Rentals for April		535.00	
Rentals for May		535.00	
			$ 1,100.69
Expenditures		$103,293.30	
"		1,108.44	
			$104,401.74
Credits		$ 98,713.87	
"		1,100.69	
			99,814.56
Balance			$ 4,587.18

Supplemental Accounting.

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

EXPENDITURES.

	1912.			
	Apr.	6	Carfares	$ .30
	"	13	Payroll	30.00
	May	1	Telephone calls	.50
	"	11	Payroll	36.00
	"	18	Payroll	34.80
	June	1	Telephone calls	.50
	"	13	Carfares	1.07
	"	15	Payroll	39.60
	"	22	Payroll	25.20
	"	29	Payroll	25.20
	July	1	Telephone calls	.30
	"	20	Payroll	40.80
	"	20	Carfares	.15
	"	27	Payroll	45.60
	Aug.	1	Telephone calls	.40
	"	3	Payroll	31.20
	"	3	Carfares	.10
	"	10	Payroll	43.20
	"	17	Payroll	36.00
	"	20	Carfares	.20
	"	24	Payroll	40.80
	"	30	Carfares	.15
	"	31	Payroll	45.60
	Sept.	1	Telephone calls	1.70
	"	7	Payroll	38.04
	"	14	Carfares	2.08
	"	20	Building permit	25.00
	"	21	Payroll	36.00
	"	23	2 record books	1.75
	"	30	Stationery	.24
	"	30	N. J. Title Co. (examination of plans)	15.00
	"	30	Carfares	.14
	Oct.	1	Telephone calls	6.10
	"	2	Carfares	.24

Supplemental Accounting, Annexed to Answer.

"	5	Payroll	37.02		
"	8	Carfares	.32		
"	9	Carfares	.34		
"	12	Payroll	31.02		
"	19	Payroll	46.10		
"	27	Copy of Building Code	.25		
"	27	Carfares	.14		
"	26	Payroll	13.80		
Nov.	1	Telephone calls	7.57		
"	2	Payroll	9.80		
"	7	Carfares	.29		
"	9	Payroll	52.14		
"	11	Paid architect on account of plans	200.00		10
"	16	Payroll	29.00		
"	25	Carfares	.24		
"	27	N. J. Title Co. (examination of plans)	15.00		
"	27	Carfares	.48		
"	29	200 tags	.70		
"	30	Payroll	31.02		
"	30	Postage stamps	.40		
Dec.	1	Telephone calls (month of November)	10.01		
"	3	Carfares	.24		
"	3	Sign—"Material for Sale"	2.50		
"	3	Carfares	2.24		
"	7	Payroll	96.71	$ 1,191.09	
1912.			$ 1,191.09		
Dec.	7	Job expense	.35		
"	7	Carfares	.27		20
"	13	Building permit	23.00		
"	11	4 chisels	2.90		
"	12	1 Chisel	.80		
"	11	Carfares	.10		
"	12	Carfares	.29		
"	14	Payroll	101.14		
"	14	Job expense	1.04		
"	14	Carfares	.14		
"	17	Hudson City Sav. Bank (examination of plans)	3.00		
"	20	Paid architect on account of plans	100.00		
"	21	Payroll	150.84		
"	21	Job expense	1.29		
"	21	Carfares	.34		
"	19	Postage stamps	1.00		
"	28	Payroll	123.64		30
"	28	Job expense	1.35		
"	28	Carfares	.14		
"	31	Stationery	.87		
Jan.	1	Telephone calls (month of December)	15.28		
"	4	Payroll	128.67		
"	4	Job expense	1.20		
"	4	Carfares	.14		
"	6	Carfares	.17		
"	7	Carfares	.24		
"	9	Carfares	.24		
"	9	Book of tube tickets	1.75		
"	9	Premium on liability insurance	50.00		
"	11	Payroll	125.12		
"	11	Job expense	1.09		
"	11	Carfares	.34		
"	13	Carfares	.14		40

Supplemental Accounting, Annexed to Answer.

	"	14	Carfares	.10	
	"	15	Postage stamps	1.00	
	"	18	Payroll	144.98	
	"	18	Job expense	2.14	
	"	18	Carfares	.14	
	"	15	Oil heater	8.00	
	"	23	Paid architect on account of plans	100.00	
	"	25	Pay envelopes	.10	
	"	25	Payroll	135.12	
	"	25	Job expense	1.73	
	"	25	Carfares	.24	
	"	29	Box specification paper	1.60	
10	"	31	Stationery	.78	
	Feb.	1	Telephone calls (month of January)	13.13	
	"	1	Payroll	161.03	
	"	1	Job expense	1.64	
	"	5	Carfares	.42	
	"	7	Book of tube tickets	175.00	
	"	8	Record book for job	.25	
	"	8	Payroll	106.09	
	"	8	Job expense	1.09	
	"	11	Landrine (misc. supplies during January)	11.51	
	"	11	Ribbon for typewriter	.50	
	"	15	Payroll	100.67	
	"	15	Job expense	.70	
	"	17	Carfares	1.05	
	"	17	Postage stamps	1.00	
20	"	21	Box specification paper	1.60	
	"	22	Payroll	148.74	
	"	22	Job expense	3.19	$ 2,978.26
	1913.			$ 2,978.26	
	Feb.	24	Covers and fasteners for specifications	.50	
	"	25	Postage stamps	.58	
	"	26	Bottle white ink to change name on plans	.10	
	"	27	Carfares	2.02	
	"	28	Fee for filing deeds	4.30	
	"	28	Carfares	.24	
	Mar.	1	Telephone calls (month of February)	9.68	
	"	1	Wm. C. Arnold (professional services)	100.00	
	"	1	Stationery	.66	
	"	1	Landrine (misc. supplies during February)	24.29	
30	"	1	Telephone calls (job)	5.50	
	"	1	Payroll	122.20	
	"	1	Job expense	.70	
	"	1	Carfares	.14	
	"	1	Ink for marking plans	.10	
	"	8	Contract forms	.38	
	"	8	Carfares	.10	
	"	8	Payroll	118.41	
	"	8	Job expense	.70	
	"	8	Carfares	.28	
	"	11	Box fasteners for specifications	.25	
	"	15	Postage stamps	1.00	
	"	15	Carfares	.59	
	"	15	Payroll	142.89	
	"	15	Job expense	.78	
	"	19	Expressage of plans to sub-contractor	.25	
40	"	19	T. P. Brennan (carting away rubbish)	65.00	

Supplemental Accounting, Annexed to Answer.

"	22	Payroll	128.45		
"	22	Job expense	.98		
"	22	Carfares	.53		
"	20	Fiske & Co. (15,000 tapestry brick)	390.00		
"	22	Permit	3.00		
"	28	Note books for job	.09		
"	28	Book of tube tickets	1.75		
"	28	Carfares	.72		
"	28	Time book for job	.30		
"	29	Payroll	131.66		
"	29	Job expense	1.43		
"	29	Carfares	.20		
"	29	Memo paper and carbon paper for job	1.12		10
"	31	43,000 common brick	258.00		
"	31	Stationery	.24		
Apr.	1	Telephone calls (month of March)	20.10		
"	1	Postage stamps	.50		
"	2	Lumber	2.79		
"	4	Trucking tapestry brick to job	33.75		
"	5	Demurrage on brick	1.00		
"	5	Payroll	119.49		
"	5	Carfares	1.57		
"	5	Street permit	5.00		
"	5	Six months' interest on Craig Mortgage of $15,000.00	450.00		
"	9	Carfares	.12		
"	9	Water permit	55.25		
"	10	Harrison & Dunham (survey)	10.00		
"	12	Payroll	191.99		20
"	12	Kerosene	.39		
"	14	Postage stamps	.50		
"	14	Premium on fire insurance	8.25		
"	16	Contract forms and fasteners	.55		
"	11	Chesebro, Whitman & Co. (mortar tubs and ladders)	52.00		
"	11	T. P. Brennan (excavating)	445.00		
"	18	Landrine (misc. tools and supplies during March)	17.04	$ 5,913.66	
1913.			$ 5,913.66		
Apr.	19	Payroll	332.30		
"	21	Premium on liability insurance	140.06		
"	21	Blank leases	.75		
"	21	Interest on La Salla Mortgage paid to Mrs. Shaw	60.00		30
"	24	Interest on Lanni Mortgage paid to Mrs. Shaw	60.00		
"	26	Payroll	585.97		
"	26	Job expense	2.28		
"	26	Carfares	.14		
"	26	Postage stamps	.50		
"	29	Blue prints	.26		
"	30	Carfares	.57		
"	30	Stationery	.75		
May	1	Telephone calls (month of April)	20.70		
"	2	Carfares	.21		
"	3	Carfares	.14		
"	3	Payroll	407.98		
"	3	Job expense	.67		
"	2	Due postage	.02		
"	3	Washburn Bros. (mason material)	1,316.31		40

Supplemental Accounting, Annexed to Answer.

	"	3	Hull, Grippen & Co. (nails)	21.65	
	"	2	Oakland Lumber Co. (lumber)	627.32	
	"	3	Waterproofing paint	11.00	
	"	8	Landrine (misc. tools and supplies during April	13.70	
	"	9	Due postage	.02	
	"	10	Payroll	411.09	
	"	10	Job expense	1.38	
	"	10	Carfares	.17	
	"	12	Time sheets for job	6.25	
	"	13	Memo pads for job	.55	
	"	13	Carfares	.24	
10	"	16	Coin envelopes for payroll	.15	
	"	16	Due postage	.06	
	"	17	Payroll	581.71	
	"	17	Job expense	3.19	
	"	19	Indelible pencil	.10	
	"	19	Postage stamps	1.00	
	"	19	Tracing cloth and tracing paper	3.67	
	"	23	Due postage	.04	
	"	24	Payroll	481.24	
	"	24	Job expense	.14	
	"	31	Payroll	399.44	
	"	31	Job expense	1.10	
	"	31	Stationery	.51	
	June	2	Load of ashes	2.50	
	"	3	Oakland Lumber Co. (lumber)	178.43	
	"	3	Telephone calls (month of May)	20.30	
20	"	3	Pencils for job	.33	
	'	3	Washburn Bros. (mason material)	1,592.97	
	"	3	Carfares	5.23	
	"	5	Postage stamps	1.00	
	"	7	Payroll	351.30	
	"	7	Job expense	.55	
	"	7	Landrine (misc. supplies)	7.67	
	"	10	Carfares	.14	
	"	10	N. J. Title Co. (examination of plans)	15.00	
	"	13	Carfares	.51	
	"	14	Payroll	307.19	
	"	14	Job expense	.16	
	"	21	Payroll	295.84	
	"	21	Job expense	.20	
	"	21	Postage stamps	1.00	
	"	25	Carfares	.05	
30	"	25	N. J. Title Co. (fees in connection with loan)	100.00	
	"	28	Payroll	313.64	
	"	28	Job expense	.14	
	"	30	O'Connell (ashes)	2.50	$ 14,605.05
	1913.			$ 14,605.05	
	June	30	Oakland Lumber Co. (lumber)	269.54	
	"	30	Blue prints	.24	
	"	30	Harrison & Dunham (survey)	10.00	
	"	30	Stationery	.54	
	"	30	Fagon Iron Works (on account of contract)	595.00	
	"	30	Nate Company (on account of heating contract)	700.00	
	"	30	Cullen Plumbing Co. (on account of contract)	1,250.00	
40	"	30	Premium on Nate Co. bond	10.00	

Supplemental Accounting, Annexed to Answer.

"	30	Mayer-Bez Stone Co (on account of cut stone)	450.00	
"	30	Woodhouse & Co. (on account of mill work contract)	301.75	
July	1	Telephone calls (month of June)	13.70	
"	1	Washburn Bros. (mason material)	392.00	
"	1	Landrine (misc. supplies)	4.21	
"	3	Payroll	254.04	
'	3	Job expense	1.11	
"	7	Chesebro, Whitman & Co (ladders)	14.00	
"	7	Postage stamps	1.00	
"	9	Carfares	.10	
"	10	Carfares	.14	
"	12	Payroll	216.60	
"	15	Carfares	.28	
"	15	Postage stamps	.50	
"	16	Carfares	.14	
"	19	Payroll	286.54	
'	22	Box "Gem Clips" for job	.35	
'	22	Marjorie Roofing Co. (waterproofing)	12.00	
"	26	Payroll	280.74	
"	26	Job expense	1.20	
"	28	Postage stamps	1.00	
"	29	Lumber from Craig residence	465.11	
"	30	Paper for letters and diaries	5.62	
"	31	Premium on fire insurance	137.50	
"	31	Ashes (O'Connell)	1.50	
"	31	Landrine (nails and hardware)	12.00	
"	31	Oakland Lumber Co.	586.72	
"	31	Washburn Bros. (mason material)	607.16	
"	31	Stationery	.48	
Aug.	1	Two signs	7.50	
"	1	Box file for job	.20	
"	1	Telephone calls (month of July)	13.50	
"	1	Carfares	2.25	
"	3	Coin envelopes	.05	
"	2	Payroll	194.47	
"	2	Job expense	.24	
"	2	Leveling lot	5.00	
"	7	Carfares	.19	
"	9	Payroll	580.24	
"	9	Job expense	4.27	
"	8	J. J. O'Hara (lathing)	245.35	
"	15	Postage stamps	1.00	
"	16	Water barrel	.50	
"	16	Payroll	615.24	
"	16	Job expense	.28	
"	20	Carfares	.21	
"	20	W. H. Gutschmidt (on account of roofing contract)	400.00	
"	22	Carfares	.14	
"	23	Payroll	368.77	
"	23	Job expense	.15	
'	23	Carfares	.26	
"	28	Postage stamps	1.30	
"	28	Carfares	.17	
"	30	Payroll	212.19	$ 24,141.33
1913.			$ 24,141.33	
Aug.	30	Carfares	.07	
"	30	West Bergen Iron Foundry (sash weights)	21.60	

Supplemental Accounting, Annexed to Answer.

	"	30	West Bergen Iron Foundry (sach weights)	6.90
	"	30	Johns-Mansville (floor deafening)	125.64
	"	30	Large Manila envelopes for job	.35
	"	30	Landrine (nails)	1.47
	"	30	Washburn Bros. (mason and plaster material)	820.95
	"	30	Oakland Lumber Co. (lumber)	48.08
	"	30	5 yds. ashes and removal of rubbish	16.00
	"	30	Menagh (sash weights, nails and misc. hardware)	48.00
	"	30	Royal Insurance Co. (prem. on fire insurance)	55.00
10	"	30	Stationery	.72
	Sept.	1	Telephone calls (month of August)	12.75
	"	2	Record paper for job	2.10
	'	3	Carfares	1.17
	"	6	Payroll	176.14
	"	6	Carfares	.14
	"	8	Postage stamps	1.00
	"	8	Carfares	.76
	"	9	Prem. on fire insurance (old barn)	19.00
	"	10	Carbon paper for job	1.00
	"	13	Carfares and expense	6.86
	"	13	Carfares	.14
	"	13	Payroll	265.99
	"	13	Job expense	.12
	"	20	Carfares	.43
20	"	13	Carfares	.17
	"	9	Fagon Iron Works (on account of iron contract)	405.00
	"	20	Payroll	334.41
	"	20	Job expense	1.47
	"	19	W. H. Gutschmidt (on account of roofing contract)	100.00
	"	19	Lavery & Company (flooring)	779.25
	"	20	Leonard Sheet Metal Works (kalamein work)	238.00
	"	20	Woodhouse & Co. (on account of mill work)	2,413.25
	"	22	Mayer-Bez Stone Co. (on account of contract)	450.00
	"	23	Mackay Co. (on account of painting contract)	1,400.00
30	"	23	Mackay Co. (interior decorating)	550.00
	"	23	Nate Co. (on account of heating contract)	700.00
	"	24	Storm M'f'g. Co. (dumbwaiters)	170.00
	"	24	McCoy & Son (lighting fixtures)	750.00
	"	25	Newark Mantel & Tile Co. (marble and tile)	675.00
	"	26	Due postage	.02
	"	26	Six months' interest on Craig Mortgage of $15,000	450.00
	"	27	Payroll	407.09
	"	27	Job expense	3.25
	"	30	O'Connell (removal of dirt)	16.00
	"	30	Watson Flagg Co. (electrical wiring)	1,000.00
	"	30	Landrine (6 rolls of sheathing paper)	3.53
	"	30	Washburn Bros. (mason material)	26.43
40	"	30	Menagh (4 kegs nails)	9.40
	"	30	J. J. Wallace & Co. (stair contract)	528.00

Supplemental Accounting, Annexed to Answer.

"	30	Cullen Plumbing Co. (on account of plumbing contract)	2,028.00	
"	30	Nate Co. (on account of heating contract)	54.00	
"	30	Postage stamps	.50	
"	30	Stationery	.96	
Oct.	1	Telephone calls (month of September)	16.50	
"	3	Blue prints	.24	
"	4	Payroll	476.14	
"	4	Job expense	4.69	
"	4	Nate Co. (changing kitchen radiators)	42.00	
"	7	Postage stamps	.50	
"	11	Payroll	412.90	
"	11	Job expense	1.76	$ 40,221.67
1913.			$ 40,221.67	
Oct.	15	Due postage	.04	
"	15	Postage stamps	.50	
"	15	Burns Bros. (coal)	28.15	
"	15	Janitor's wages	12.50	
"	18	Payroll	434.34	
"	18	Job expense	.88	
"	19	2 Box files for job	.50	
"	19	Blue prints	.50	
"	21	Postage stamps	.50	
"	21	Special delivery stamp	.10	
"	23	Lavery & Co.	25.28	
"	23	Public Service Gas Co. (9 gas ranges)	288.00	
"	24	Judd & Co. (clothes poles for closets)	2.06	
"	25	Payroll	264.20	
"	25	Job expense	1.39	
"	28	P. F. Corbin (hardware)	362.04	
"	30	Judd & Co. (clothes poles for closets)	11.19	
"	31	Mayer-Bez Stone Co. (extra work)	15.00	
"	31	Hanson & Rhodes (hardware)	4.15	
"	31	J. Gahagan's Sons (kitchen dressers)	76.00	
"	31	Telephone calls (month of October)	20.49	
"	31	Wallace & Co. (change on stairs)	27.00	
"	31	Blue prints	.20	
"	31	Menagh (flooring nails)	2.35	
"	31	Mackay Co.	68.00	
"	31	P. & F. Corbin (hardware)	6.60	
"	31	Landrine (misc. supplies)	25.54	
"	31	Headden & Son (coal)	12.30	
"	31	Public Service Gas Co. (gas)	.18	
"	31	Janitor's suit and cap	18.62	
"	31	Refrigerators	197.00	
"	31	Shades	178.60	
"	31	Stationery	.90	
Nov.	1	Payroll	181.39	
"	1	Job expense	3.32	
"	1	Due postage	.06	
"	1	Janitor's wages	12.50	
"	1	Engraving 3 push buttons	2.25	
"	5	Postage stamps	.68	
"	8	Payroll	122.64	
"	8	Job expense	1.93	
"	15	Janitor's wages	12.50	
"	15	Payroll	74 97	
"	15	Job expense	2.26	
"	22	Payroll	51.24	
"	25	Telegram to Mrs. Shaw	.25	

Supplemental Accounting, Annexed to Answer.

"	29	Interest on La Salla Mortgage paid to Mrs. Shaw	36.00	
"	29	N. J. Title Co. (balance of fees in conn. with loan)	253.00	
"	29	Janitor's wages	12.50	
"	29	Headden & Son (coal)	36.90	
"	29	Public Service Gas Co. (gas)	.63	
"	29	Public Service Gas Co. (gas)	3.24	
"	29	Carpet	125.63	
"	29	Payroll	53.11	
"	29	Job expense	1.13	
"	6	Paid architect on account of plans	250.00	
"	29	Paid architect on account of plans	227.25	
"	18	Newark Glass Company	6.25	
"	29	Stationery	.75	
"	30	Ten Per Cent.	4,365.92	
"	30	One month's interest at 6% on balance due Nov. 1st	102.15	
Dec.	1	Telephone calls (month of November)	17.29	
"	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	$ 48,334.51
1913.				$ 48,334.51
Dec.	6	Payroll	51.24	
"	8	W. H. Gutschmidt (extra work on roof)	35.72	
"	2	Postage stamps	.50	
"	9	Mackay Company (extra work—painting)	21.00	
"	9	Special delivery stamp	.10	
"	10	Royal Insurance Co. (prem. on fire ins.)	95.04	
"	12	Carfares	2.00	
"	13	Payroll	58.44	
"	15	Postage stamps	.50	
"	17	Janitor's wages	12.50	
"	18	Sheets for loose leaf book	.60	
"	18	Cullen Plumbing Co. (extra plumbing work)	136.77	
"	19	Amount of Craig Mortgage paid off (Lot #3)	2,000.00	
"	18	Carfares	.20	
"	18	Notary fee	.50	
"	19	Taxes—1913	216.55	
"	19	Interest paid to Dr. Craig on $2,000.00 paid off	33.00	
"	19	Carfares	.44	
"	20	Payroll	59.19	
"	20	Job expense	1.45	
"	23	N. J. Title Co. Loan paid off	15,000.00	
"	24	Amount of Craig Mortgage paid off (Lots #6 & #7)	6,000.00	
"	24	Amount of Craig Mortgage paid off (Lots #4 & #5)	1,000.00	
"	24	Interest and fees paid to Dr. Craig on $7,000.00	113.83	
"	24	Carfares	.28	
"	23	Interest paid to Title Company on Mortgage	427.12	
"	26	Prem. on Bond for Prov. Inst. for Savings	25.00	
"	23	Fee of Hartshorn, Insley & L. (Prov. Inst. Loan)	97.01	

Supplemental Accounting, Annexed to Answer.

"	26	Hughes & Son for moving stable rear of apartment	80.00	
"	26	Postage stamps	.50	
"	27	Engraving push button	.75	
"	27	Payroll	88.33	
"	27	Job expense	.24	
"	31	Headden & Son (coal)	55.35	
"	31	Public Service Co. (lamps)	18.60	
"	31	Public Service Gas Co. (gas)	1.62	
"	31	Public Service Gas Co. (gas)	2.79	
"	31	Public Service Elect. Co. (electricity)	15.80	
"	31	Stationery	1.29	
"	31	Ten Per Cent.	165.43	
"	31	One month's interest at 6% on balance due Dec. 1st	104.80	
Jan.	1	Telephone calls (month of December)	12.30	
"	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	3	Janitor's wages	12.50	
"	3	Payroll	28.22	
"	3	G. B. B.'s expenses and carfares (September, '13)	25.64	
"	3	G. B. B.'s expenses and carfares (October, '13)	2.58	
"	3	G. B. B.'s expenses and carfares (November, '13)	4.00	
"	3	G. B. B.'s expenses and carfares (December, '13)	.34	
"	3	Art Metal Works (two front lamps)	77.00	
"	10	Payroll	45.42	
"	12	Postage stamps	.50	
"	12	Premium on liability insurance	144.76	
"	14	Carfares	.29	
"	15	Carfares	.14	
"	17	Janitor's wages	12.50	
"	13	Engraving push button	.75	
"	17	Postage stamps	.50	
"	17	Payroll	43.02	
"	21	Prem. on liability insurance	12.00	
"	24	Payroll	21.42	
"	27	2 doz. blank leases	.75	
"	27	P. F. Corbin (card plates)	.71	$ 74,774.33
1914.			$ 74,774.33	
Jan.	29	Recording cancellation of Craig Mortgage	2.00	
"	29	Carfares	.27	
"	31	Payroll	38.22	
"	31	Carfares	.10	
"	31	Janitor's wages	12.50	
"	31	Headden & Son (coal)	73.80	
"	31	Blue prints	.10	
"	31	Public Service electric service	10.80	
"	31	Public Service gas service	1.71	
"	31	Public Service gas service	2.97	
"	31	Mat for front door	2.00	
"	31	Engraving push button	1.00	
"	31	2 Mazda lamps	1.16	
"	31	Stationery	.39	
"	31	Ten Per Cent.	66.24	
"	31	One month's interest at 6% on balance due Jan. 1st	115.05	

Supplemental Accounting, Annexed to Answer.

Feb.	1	Telephone calls (month of January) ..	13.99		
"	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00		
"	4	Carfares	.14		
"	4	Blank deeds	.25		
"	6	Interest on Prov. Inst. Loan to Dec. 31st, '13	25.00		
"	7	Payroll	11.82		
"	9	Notary fee	.50		
"	9	Carfares	.14		
"	9	Telephone call	.10		
"	10	Postage stamps	.50		
"	14	Janitor's wages	12.50		
"	14	Payroll	31.02		
"	16	Carfares	.19		
"	16	Recording deed	2.20		
"	16	Carfares	.10		
"	21	Payroll	21.42		
"	28	Headden & Son (coal)	61.50		
"	28	Public Service electric lamps	16.20		
"	28	Public Service electric service	9.00		
"	28	Public Service gas service	1.17		
"	28	Public Service gas service	2.43		
"	28	Janitor's wages	12.50		
"	28	Payroll	21.42		
"	26	Cash to Mrs. Shaw	100.00		
"	28	Stationery	.30		
"	28	Ten Per Cent.	41.44		
"	28	One month's interest at 6% on balance due Feb. 1st	116.83		
Mar.	1	Telephone calls (month of February)	15.48		
"	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00		
"	2	Carfares	.34		
"	3	Postage stamps	.50		
"	5	Engraving push button	.50		
"	6	Clothes line posts	10.80		
"	7	Payroll	62.62		
"	7	Carfares	1.06		
"	9	Railing at Court #2	8.00		
"	14	Janitor's wages and expenses	12.90		
"	14	Payroll	79.02		
"	14	Carfares	2.15		
"	16	Cash to Mrs. Shaw	50.00		
"	19	Postage stamps	.50		
"	19	2 shades	2.05		
"	21	Payroll	82.62		
"	21	Carfares	1.86		
"	25	Interest on Craig Mortgage of $6,000.00	180.00		
"	28	Payroll	21.42		
"	31	Bill for water	18.40	$	76,295.52
1914.				$	76,295 52
Mar.	31	Janitor's wages	12.50		
"	31	Headden (coal)	79.95		
"	31	Telephone calls (month of March) ...	4.52		
"	31	Public Service gas	2.25		
"	31	Public Service gas	1.17		
"	31	Public Service electricity	6.70		
"	31	Landrine (misc. supplies)	11.15		
"	31	Stationery	.54		

Supplemental Accounting, Annexed to Answer.

"	31	Ten Per Cent.	73.90
"	31	One month's interest at 6% on balance due Mar. 1st	69.10
Apr.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00
"	3	Cash to Mrs. Shaw	50.00
"	4	Carfares	2.15
"	4	Postage stamps	.50
"	4	Payroll	43.02
"	4	Extra key for tenant	.25
"	4	Carpenter working at apartment	21.04
"	6	Postal cards	.15
"	7	Engraving push button	.75
"	9	Blank deeds	.45
"	9	Payroll	31.02
"	11	Carfares	.28
"	13	Cash to Mrs. Shaw	100.00
"	13	Repainting sign	2.50
"	13	Carfares	.14
"	13	Engraving push button	.50
"	14	Taxes—1913	184.44
"	14	Carfares	.42
"	16	Paid off loan of Prov. Inst. for Savings	20,000.00
"	16	Interest paid to Prov. Inst. for Savings	294.44
"	16	Paid Jas. F. Fielder, fees in conn. loan (Trust Co.)	204.94
"	18	Cash to Mrs Shaw	100.00
"	18	Payroll	31.02
"	18	Janitor's wages	12.50
"	18	Janitor's expenses	1.30
"	18	Carfares	.33
"	25	Payroll	31.02
"	27	Special delivery stamp	.10
"	30	Exchange on check	.10
"	30	Janitor's wages	12.50
"	30	Janitor's expenses	.30
"	30	Public Service Electric	7.30
"	30	Public Service Gas	2.52
"	30	Public Service Gas	1.08
"	30	Headden (coal)	36.00
"	30	Fagon Iron Works (railing at court)	39.00
"	30	Statianery	.42
"	30	Ten Per Cent.	128.25
"	30	Stationery	.42
"	30	One month interest at 6% on balance due April 1st	71.20
May	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00
"	2	Special delivery stamp	.10
"	2	Payroll	14.22
"	6	Landrine (grass seed and rake)	.75
"	9	Payroll	6.00
"	9	Carfares	.10
"	7	Cash to Mrs. Shaw	100.00
"	8	Telephone calls	1.85
"	16	Janitor's wages	12.50
"	16	Payroll	20.40
"	19	Cash to Mrs. Shaw	100.00
"	23	Carfares	.26
"	23	Payroll	3.00
"	26	Public Service Electric	5.70
"	26	Public Service Gas	2.34

Supplemental Accounting, Annexed to Answer.

	"	26	Public Service Gas	.90	
	"	29	Janitor's wages	12.50	$ 98,389.85
	1914.			$ 98,389.85	
	May	31	Headden (coal)	18.00	
	"	31	Exchange on check	.10	
	"	31	Payroll	29.04	
	"	31	Stationery	.42	
	"	31	Ten Per Cent.	39.82	
	"	31	One month's interest at 6% on balance due May 1st	26.33	
	June	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
10	"	3	Cash to Mrs. Shaw	150.00	
	"	6	Payroll	22.20	
	"	10	Cash to Mrs. Shaw	50.00	
	"	12	Awnings	90.00	
	"	13	Payroll	3.00	
	"	16	Janitor's wages	12.50	
	"	16	Janitor's expenses	.40	
	"	20	Payroll	3.00	
	"	20	Bill for water	34.50	
	"	22	Carfares	.14	
	"	27	Payroll	14.64	
	"	30	Public Service Electric	5.10	
	"	30	Public Service Gas	2.16	
	"	30	Public Service Gas	.81	
	"	30	Stationery	.36	
	"	30	Ten Per Cent.	45.88	
20	"	30	One month's interest at 6% on balance due June 1st	26.03	
	July	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
	"	1	Interest on Trust Company mortgage	380.00	
	"	3	Payroll	7.80	
	"	3	Janitor's wages	12.50	
	"	3	Cash to Mrs. Shaw	100.00	
	"	3	Special delivery stamp	.10	
	"	6	Screens	160.00	
	"	11	Payroll	12.60	
	"	16	Janitor's wages	12.50	
	"	16	Janitor's expenses	1.14	
	"	14	Cash to Mrs. Shaw	50.00	
	"	18	Payroll	14.66	
	"	18	Carfares	.29	
30	"	25	Payroll	14.64	
	"	31	Headden (coal)	12.00	
	"	31	Public Service Electric	4.90	
	"	31	Public Service Gas	.99	
	"	31	Public Service Gas	2.25	
	"	31	Fagon Iron Works (iron bars on windows)	35.00	
	"	31	Landrine (misc. supplies)	1.00	
	"	31	Stationery	.36	
	"	31	Ten Per Cent.	89.27	
	"	31	One month's interest at 6% on balance due July 1st	26.06	
	Aug.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
	"	1	Payroll	7.80	
	"	1	Telephone calls (month of July)	4.74	
40	"	1	Janitor's wages	12.50	
	"	4	Papering apartment	25.30	
	"	6	Cash to Mrs. Shaw	100.00	

Supplemental Accounting, Annexed to Answer.

"	7	Carfares	.14	
"	8	Payroll	3.00	
"	14	Corbin (hardware)	1.81	
"	15	Janitor's wages	12.50	
"	15	Payroll	3.00	
"	19	Bill for water	34.50	
"	20	W. C. Arnold (professional services)	127.90	
"	22	Payroll	27.00	$100,472.53
1914.			$100,472.53	
Aug.	26	Cash to Mrs. Shaw	25.00	
"	29	Janitor's wages	12.50	
"	29	Payroll	14.64	
"	31	Headden (coal)	6.00	
"	31	Landrine (misc. supplies)	5.45	
"	31	Public Service Electric	5.70	
"	31	Public Service Gas	1.98	
"	31	Public Service Gas	.81	
"	31	Stationery	.54	
"	31	Ten Per Cent.	50.28	
"	31	One month's interest at 6% on balance due Aug. 1st	28.47	
Sept.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	1	Postage stamps	.20	
"	1	Telephone calls (month of August)	4.94	
"	4	Cash to Mrs. Shaw	75.00	
"	4	Special delivery stamp	.10	
"	5	Payroll	3.00	
"	10	Cash to Mrs. Shaw	50.00	
"	11	Blank leases	.75	
"	11	Carfares	.10	
"	12	Payroll	3.00	
"	15	Janitor's wages	12.50	
"	16	Wall paper for Leeming apartment	13.60	
"	19	Payroll	7.80	
"	26	Interest on Craig Mortgage of $6,000.00	180.00	
"	26	Payroll	14.64	
"	30	Exchange on check	.10	
"	30	Wall paper for Leeming apartment	1.20	
"	30	Public Service Electric	7.10	
"	30	Public Service Gas	1.98	
"	30	Public Service Gas	1.08	
"	30	Interest on Trust Company's Mortgage	450.00	
"	30	Telephone calls (month of September)	4.79	
"	30	Headden (coal)	12.50	
"	30	Stationery	.51	
"	30	Ten Per Cent.	91.49	
"	30	One month's interest at 6% on balance due Sept. 1st	28.76	
Oct.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	2	Engraving push button	.75	
"	3	Painting and papering Leeming apartment	39.00	
"	6	Painting and papering Leeming apartment	8.75	
"	3	Carfares	.14	
"	3	Payroll	3.00	
"	5	Cash to Mrs. Shaw	50.00	
"	5	Special delivery stamp	.10	

Supplemental Accounting, Annexed to Answer.

	"	9	Wall paper	1.08	
	"	10	Payroll	3.00	
	"	13	Carfares	.70	
	"	14	Williams (sign)	2.00	
	"	16	Janitor's wages	12.50	
	"	16	Janitor's expenses	.50	
	"	17	Payroll	17.40	
	"	19	Cash to Mrs. Shaw	100.00	
	"	24	Bill for water	23.00	
	"	24	Payroll	3.50	
	"	31	Telephone calls (month of October)	4.59	
	"	31	Headden (coal)	18.75	
10	"	31	Landrine (misc. supplies)	1.00	
	"	31	Janitor's wages	12.50	
	"	31	Payroll	14.64	
	"	31	Stationery	.33	
	"	31	Ten Per Cent.	38.72	
	"	31	One month's interest at 6% on balance due Oct. 1st	31.31	$102,116.30
	1914.			$102,116.30	
	Nov.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
	"	2	Public Service Gas	2.61	
	"	2	Public Service Gas	1.35	
	"	2	Public Service Electric	6.90	
	"	7	Payroll	3.00	
	"	14	Janitor's wages	12.50	
20	"	14	Payroll	11.00	
	"	16	Janitor's expenses	.50	
	"	16	Repairing electrical fixtures	.75	
	"	17	Cash to Mrs. Shaw	50.00	
	"	21	Payroll	12.60	
	"	28	Janitor's wages	12.50	
	"	28	Payroll	22.64	
	"	30	Headden (coal)	68.75	
	"	30	Telephone calls (month of November)	4.49	
	"	30	Public Service Gas	2.52	
	"	30	Public Service Electric	8.20	
	"	30	Stationery	.48	
	"	30	Ten Per Cent.	29.08	
	"	30	One month's interest at 6% on balance due Nov. 1st	30.92	
	Dec.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
30	"	5	Payroll	3.00	
	"	9	Carfares	.19	
	"	12	Payroll	3.00	
	"	16	Janitor's wages	12.50	
	"	16	Janitor's expenses	1.25	
	"	19	Payroll	3.00	
	"	26	Payroll	3.00	
	"	31	Telephone calls (month of December)	4.33	
	"	31	Public Service Electric	7.59	
	"	31	Public Service Gas	2.61	
	"	31	Public Service Gas	2.79	
	"	31	Royal Insurance Co. prem. on fire insurance to Nov. 29, '15	68.31	
	"	31	Stationery	.33	
	"	31	Ten Per Cent.	18.18	
40	"	31	One month's interest at 6% on balance due Dec. 1st	30.00	
	Jan.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	

Supplemental Accounting, Annexed to Answer.

"	1	Pane of glass	3.25	
"	2	Payroll	14.64	
"	15	Janitor's wages	25.00	
"	15	Janitor's expenses	.60	
"	30	Janitor's wages	12.50	
"	30	Shades for Keays' apartment	5.50	
"	30	Telephone calls (month of January)	5.65	
"	30	Payroll	11.64	
"	30	Public Service Gas	1.53	
"	30	Public Service Gas	2.07	
"	30	Public Service Electric	6.60	
"	30	Stationery	.24	
"	30	Postage stamps	1.26	
"	30	Ten Per Cent.	16.05	
"	30	One month's interest at 6% on balance due Jan. 1st	28.47	
Feb.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	15	Postage stamps	.50	
"	16	Reimbursement to Holt for damage from leaks	10.00	
"	16	Janitor's wages	12.50	
"	16	Janitor's expenses	2.95	
"	28	Janitor's wages	12.50	
"	28	Janitor's expenses	.50	
"	28	Public Service Electric	7.60	
"	28	Public Service Gas	1.44	
"	28	Public Service Gas		
"	28	Payroll	11.64	
"	28	Stationery	.36	
"	28	Ten Per Cent.	13.00	
"	28	One month's interest at 6% on balance due Feb. 1st	26.82	$103,071.89
1915.			$103,071.89	
Mar.	1	Telephone calls (month of February)	.80	
"	5	Headden & Son (coal)	18.75	
"	5	Carfares	.24	
"	6	Carfares	.10	
"	13	Headden & Son (coal)	18.75	
"	13	Carfares	.14	
"	15	William C. Arnold (professional services)	150.00	
"	15	Janitor's wages	12.50	
"	15	Ten Per Cent.	20.13	$103,293.30

UNPAID BILLS.

Taxes on Beaumont Apartment 1914-1915	$ 929.72
Taxes on Vacant Plot 1914-1915	92.97
Water bill to January 20, 1915	33.35
Interest on Trust Co. Mortgage to Dec. 31, 1914	450.00
Thomas Brown & Brothers (bill for painting)	75.00
A. B. Brown Company (bill for weather strips)	36.00
John Headden & Son (bill for coal)	212.50
Interest on Craig Mortgage to March 26, 1915	180.00
Woodhouse & Company (balance on contract)	187.54

Supplemental Accounting, Annexed to Answer.

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

RECEIPTS.

	1912.			
	Sept.	19	Received from Mrs. Shaw	$ 500.00
	Oct.	3	Received from Mrs. Shaw	40.00
	Dec.	14	Returned by N. J. Title Co.	10.00*
	"	14	Sale of Material from Craig Residence	274.00
10	"	16	" " " " " "	3.25
	"	17	" " " " " "	2.50
	"	21	" " " " " "	7.55
	"	28	" " " " " "	6.25
	Jan.	3	" " " " " "	60.00
	"	7	" " " " " "	50.00
	"	7	" " " " " "	6.00
	"	10	" " " " " "	100.00
	"	10	" " " " " "	19.00
	"	11	" " " " " "	6.00
	"	11	" " " " " "	90.00
	"	16	" " " " " "	50.00
	"	18	" " " " " "	114.25
	"	20	" " " " " "	36.60
	"	21	" " " " " "	100.00
	"	21	" " " " " "	25.00
20	"	17	" " " " " "	50.00
	"	28	" " " " " "	7.25
	"	29	" " " " " "	20.00
	"	31	" " " " " "	9.30
	Feb.	19	" " " " " "	24.60
	"	20	" " " " " "	70.50
	"	26	" " " " " "	12.50
	"	27	Received from Mrs. Shaw	5,000.00
	Mar.	8	Sale of Material from Craig Residence	9.05
	"	30	" " " " " "	258.00
	Apr.	1	" " " " " "	3.00
	"	5	" " " " " "	1.00
	"	5	" " " " " "	1.25
	"	5	" " " " " "	1.00
	"	5	" " " " " "	1.50
	"	5	" " " " " "	1.00
30	"	9	" " " " " "	.25
	"	15	" " " " " "	.10
	"	21	Returned for building permit	23.00*
	"	21	Interest collected on La Salla Mortgage	60.00*
	"	23	Interest collected on Lanni Mortgage	60.00*
	"	23	Received payment of Lanni Mortgage	2,000.00
	May	1	Sale of Material from Craig Residence	1.00
	"	10	Collected for telephone calls	.50
	July	2	Collected for telephone calls	.30
	"	3	Collected for telephone calls	.10
	"	16	Interest collected on La Salla Mortgage	36.00*
	"	16	Received payment of La Salla Mortgage	2,000.00
	"	17	Payment on % Loan from N. J. Title Co.	5,000.00
	"	19	Collected for telephone calls	.10
	Aug.	6	Charged to Nate Company	1.09*
40	"	4	Charged to Nate Company	2.77*
	"	4	Charged to O'Hara	1.55*

Supplemental Accounting, Annexed to Answer.

" 8	Payment on % Loan from N. J. Title Co.	2,500.00		
July 19	Sale of Material from Craig Residence	14.00		
" 29	Sale of Material from Craig Residence	465.11		
Aug. 23	Collected for telephone calls	.10		
" 29	Payment on % of Loan from N. J. Title Co.	2,500.00		
Sept. 12	Sale of Material from Craig Residence	10.00		
" 13	Sale of empty barrels	2.80		
" 13	Collected for telephone calls	.10	$ 21,649.22	
1913.		$ 21,649.22		
Sept. 15	Discount on bill of Johns-Manville Co.	2.51*		
" 19	Credit from Cullen plumbing contract	238.05*		10
" 20	Payment on % Loan from N. J. Title Co.	2,000.00		
" 24	Collected for telephone call	.10		
" 25	Collected for telephone call	.10		
" 28	Credit from Cullen plumbing contract	44.00*		
" 29	Collected for telephone call	.10		
" 29	Collected for telephone call	.20		
Oct. 1	Charged to Cullen Plumbing Co.	4.54*		
" 1	Charged to Woodhouse Company	2.81*		
" 1	Discount on Lavery Co. bill	15.59*		
" 1	Charged to Cullen plumbing Co.	1.90*		
" 3	Credit from Woodhouse & Co. contract	97.00*		
" 20	Payment on account of Loan from N. J. Title Co.	2,000.00		
" 24	Credit from Woodhouse & Co. contract	2.79*		
" 31	Credit from Washburn Bros.	37.17*		20
Nov. 6	Charged to Woodhouse & Co.	.63*		
" 12	Payment on % Loan from N. J. Title Co.	1,000.00		
" 21	Credit from Public Service Gas Co.	45.00*		
" 30	Rentals collected for month of November	145.00		
Dec. 12	Credit from McCoy & Son contract	60.00*		
" 20	Withheld from Woodhouse awaiting settlement	187.54*		
" 23	Loan from Provident Institute for Savings	20,000.00		
" 23	Lot sold to Robert M. Hughes	3,500.00		
" 30	Rentals collected for month of December	215.00		
Jan. 21	Sale of tools	19.00		
" 16	Sale of Material from Craig Residence	3.99		30
" 23	Sale of Material from Craig Residence	150.00		
" 31	Sale of Material from Craig Residence	75.00		
" 31	Rentals collected for the month of January	240.00		
Feb. 9	Plot sold to Mrs. Katie Noe	9,600.00		
" 28	Rentals collected for month of February	395.00		
Mar. 31	Rentals collected for month of March	455.00		
" 31	Credit on % fire insurance on old barn	8.12*		
Feb. 6	Credit on % fire insurance, Royal Ins. Co.	122.11*		
Apr. 16	Loan from Trust Company of New Jersey	30,000.00		
" 30	Rentals collected for month of April	455.00		
May 31	" " " " " May	525.00		40

Supplemental Accounting, Annexed to Answer.

June 30	"	"	"	"	"	June	525.00	
July 31	"	"	"	"	"	July	525.00	
Aug. 31	"	"	"	"	"	Aug.	525.00	
Sept. 30	"	"	"	"	"	Sept.	525.00	
Oct. 31	"	"	"	"	"	Oct.	535.00	
Nov. 30	"	"	"	"	"	Nov.	535.00	
Dec. 31	"	"	"	"	"	Dec.	535.00	
Jan. 31	"	"	"	"	"	Jan.	535.00	
Feb. 28	"	"	"	"	"	Feb.	535.00	
Mar. 15	"	"	"	"	"	Mar.	535.00	$ 98,607.47
		Ten Per Cent. charged on item marked (*) equals						106.40
								$ 98,713.87

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

Supplementary Sheet.

EXPENDITURES.

	Mar. 1	Rental of Apartment #10, occupied by Mrs. Shaw	$	70.00	
	" 22	Headden & Son (coal)		18.75	
	" 22	Carfares		.14	
	" 31	Janitor's wages		12.50	
	Apr. 1	Rental of Apartment #10, occupied by Mrs. Shaw		70.00	
	" 15	Wall paper for Mrs. Keays' apartment		.96	
	" 16	A. B. Brown Company (weather strips)		36.00	
	" 16	Public Service Gas Co.		5.40	
	" 16	Public Service Electric Co.		5.40	
	" 20	Headden & Son		212.50	
	May 13	Thos. Brown & Brother (painting and decorating)		77.00	
		Ten Per Cent.		50.87	
	" 1	Rental of Apartment #10, occupied by Mrs. Shaw		70.00	
	" 1	Janitor's wages for April		25.00	
	" 1	Janitor's expenses		.65	
	" 1	Altshul Coal Co. (coal)		34.50	
	" 18	Public Service Electric Co.		5.30	
	" 18	Public Service Gas Co.		3.78	
		Ten Per Cent.		13.92	
		Amount deposited in Trust Company of N. J.		395.77	$ 1,108.44

CREDITS.

		Correction in Arnold's bill of August 20th	$	27.90	
		Ten Per Cent. charged on difference ($27.90)		2.79	
		Rentals for April		535.00	
		Rentals for May		535.00	$ 1,100.69

Supplemental Accounting, Annexed to Answer.

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

Supplementary Sheet #2.

EXPENDITURES.

1915.			
June	1	Rental of Apartment #10, occupied by Mrs. Shaw	$ 70.00
"	1	Janitor's wages (May)	25.00
"	9	Carfares	.12
"	15	Janitor's wages and expenses (6-1 to 6-15)	12.90
"	16	Screen door on Court	1.77
"	16	Public Service Gas Co.	1.62
"	16	Public Service Gas Co.	1.98
"	16	Public Service Electric Co.	4.80
"	16	Water bill	34.66
"	16	Altshul Coal Co.	17.25
"	22	Postage stamps	.36
"	22	Awnings	20.00
"	22	Altshul Coal Co.	11.50
"	24	Repair of sink	1.00
"	25	Woodhouse & Co. (settlement of account)	125.00
"	25	Ten Per Cent. in accordance with agreement	32.80
"	25	Amount deposited in Trust Company of N. J.	174.24
July	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00
"	1	Janitor's wages (6-15 to 6-30)	12.50
"	1	Janitor's expenses	.74
"	9	Carfares	.22
"	12	Carfares	.22
"	15	Pane of glass	.25
"	16	Public Service Gas Co.	1.80
"	16	Public Service Gas Co.	2.25
"	16	Public Service Elect. Co.	5.00
"	22	Awnings for Apartment #30	6.00
"	22	Amount deposited in Trust Co. of N. J.	158.32
"	22	Carfares	.24
"	31	Telephone calls (July)	.96
"	31	Ten Per Cent.	10.02
"	22	Amount deposited in Trust Co. of N. J.	437.20
Aug.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00
"	2	Janitor's wages (July)	25.00
"	2	Carfares	.17
"	9	Carfares	.22
"	16	Altshul Coal Co.	11.50
"	16	Public Service Elect. Co.	4.60
"	16	Public Service Gas Co.	1.71
"	16	Public Service Gas Co.	2.34

Supplemental Accounting, Annexed to Answer.

"	16	Public Service Gas Co.	2.34	
"	16	Repairing lights	1.60	
"	16	Water bill	63.25	
"	27	Carfares and telephone calls	.37	
"	31	Telephone calls (August)	.65	
"	31	Ten Per Cent.	18.14	
Sept.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	1	Janitor's wages (August)	25.00	
"	1	Janitor's expenses	.60	
"	7	Carfares	.19	
"	13	Registered letter to Holt	.10	
"	17	Public Service Gas Co.	1.80	
"	17	Public Service Gas Co.	2.34	
"	17	Public Service Elect. Co.	5.70	$ 1,546.00

SHAW CONTRACT ACCOUNT.

Supplementary Sheet #3.

EXPENDITURES.

1915.			$ 1,546.00	
Sept.	31	Ten Per Cent.	10.57	
Oct.	1	Rental of Apartment #10, occupied by Mrs. Shaw	70.00	
"	2	Janitor's wages and expense (September)	25.40	
"	19	Public Service Electric Co.	6.60	
"	19	Public Service Gas Co.	2.07	
"	19	Public Service Gas Co.	1.71	
"	20	Altshul Coal Co.	42.00	
"	20	Ten Per Cent.	14.78	
"	20	Amount deposited in Trust Co. of N. J.	782.78	$ 2,501.91
		Correcting error on Nov. 30, 1913, in charging 10% as $4,365.92, should be $4,377.96	12.04	
		Correcting error on Dec. 31, 1913, in charging 10% as $165.43, should be $174.15	8.72	
		Correcting error on Sept. 30, 1914, in not charging janitor's wages, should have charged	12.50	
		Correcting error on Sept. 30, 1914, in charging 10% as $91.49, should be $92.74	1.25	
		Difference between accounting and books	.49	
Mar.	31	One month's interest at 6% on balance due Mar. 1st		24.47
Apr.	30	" " " " " " " " Apr. 1st		23.58
May	31	" " " " " " " " May 1st		22.47
June	30	" " " " " " " " June 1st		22.86
July	31	" " " " " " " " July 1st		22.97
Aug.	31	" " " " " " " " Aug. 1st		23.20
Sept.	30	" " " " " " " " Sept. 1st		23.41
Oct.	20	20 days' " " " " " " Oct. 1st		15.72
				$ 2,715.59

G. B. BEAUMONT COMPANY

Shaw Contract Account.

Supplementary Sheet #4.

RECEIPTS.

1915.				
May 31	Correction in amount charged for interest	$ 86.57		
June 1	Rental of Apartment #10	70.00		
" 25	Rentals collected for June, 1915	465.00		
July 1	Rental of Apartment #10	70.00		
" 30	Check received for amount paid to Woodhouse Co.	125.00		
" 31	Rentals collected for July, 1915	465.00		
Aug. 1	Rental of Apartment #10	70.00		
" 31	Rentals collected for August, 1915	405.00		
Sept. 31	Rental of Apartment #10	70.00		
" 30	Rentals collected for September, 1915	345.00		
Oct. 1	Rental of Apartment #10	70.00		
" 20	Rentals collected for October, 1915	255.00		
	Correcting error in June 20, 1914, in charging water bill as $34.50—should be $24.15	10.35		
	Correcting 10% charged on June 30, 1914	1.03	$ 2,507.95	

Shaw Contract Account.

Summary Sheet.

	Expenditures.	Receipts.
Accounting handed to Hartshorne, Insley & Leake	$103,293.30	$ 98,713.87
Supplementary Sheet	1,108.44	1,100.69
Suplementary Sheet #2 & #3	2,715.59	
Supplementary Sheet #4		2,507.95
	$107,117.33	$102,322.51
	102,322.51	
Balance due	$ 4,794.82	

Answer to Cross-Bill.

(Filed, July 2, 1915.)

The answer of Eleanor P. Shaw, complainant, to the cross-bill exhibited against her by the defendant shows:

This complainant, now and at all times hereafter saving to herself and all manner of benefit or advantage of exception or otherwise that can or may be had or taken to the many errors, uncertainties and imperfections in said cross-bill contained, for answer thereto or to so much thereof as this complainant is advised it is material or necessary for her to make answer to, saith:

1. Complainant denies the allegations of paragraph number one except that complainant did purchase the property at the southeast corner of the Boulevard and Highland Avenue, Jersey City, which she admits.

2. Complainant denies the allegations of paragraph number two except that defendant did actually demolish the building known as the "Craig Residence" and dispose of the materials in it.

3. Complainant is without knowledge that defendant actually made the alterations and changes set out in paragraph numbers three and four and prays proof thereof.

4. Complainant denies the allegations in paragraph five except that she did authorize defendant to rent the apartments in the building described in the bill of complaint.

5. Complainant admits she signed a lease for an apartment in the building as alleged in paragraph number six.

6. Complainant admits that she received from defendant $1,400, but says that she understood

that said money was from rents of said building and was in no way a loan or gratuity from defendant.

Wherefore this complainant prays that she may have the same benefit and advantage hereby that would accrue to her if she had demurred to said cross-bill, and prays to be hence dismissed with her costs and charges in this behalf most wrongfully sustained.

HARTSHORNE, INSLEY & LEAKE,
Solicitors and of Counsel with Complainant.

Replication.

(Filed, July 16, 1915.)

The Defendant joins issue on the Answer of the Complainant to the Cross-Bill of Defendant, in this cause.

WM. A. LEWIS,
Solicitor of Defendant.

Testimony.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Depositions taken in the above entitled cause, before me, Charles J. Roe, a Special Master in Chancery of New Jersey, at my office No. 15 Exchange Place, Jersey City, New Jersey, this twenty-first day of October, nineteen hundred and fifteen, at ten o'clock in the forenoon, in pursuance of an order of reference made in said cause and dated the twenty-seventh day of September, 1915, and in the presence of William E. Decker, appearing on behalf of Hartshorne, Insley & Leake, Solicitors of the Complainant, and William A. Lewis, Solicitor of the Defendant.

Special Master in Chancery
New Jersey.

GREENBERRY BEAUMONT, a witness on behalf of the defendant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Is the defendant, G. B. Beaumont Company a corporation? A. Yes, sir.

Q. Incorporated in what state? A. New York State.

Q. Is it authorized by the laws of New Jersey to do business in the State of New Jersey? A. Yes, it is.

Q. Who were its officers in 1912 and 1913 and since that time? A. I was the President of the Company and my brother Wilbur S. Beaumont was Vice President of the Company, and Arthur W. Fall was Secretary and Treasurer.

Q. Which of you live in New Jersey? A. My brother Wilbur S. Beaumont.

Q. Living where and how long living there? A. Well my brother has lived in New Jersey since 1896 and been in business in Atlantic City as a builder.

Q. When did you first meet Mrs. Eleanor P. Shaw, the complainant in this cause?

> The counsel for the complainant objects to any testimony being given of any transactions prior to the date of the original contract; and it is understood that he can urge such objection at the conclusion of the testimony of this witness.

A. I think I met Mrs. Shaw about 1911 the first time.

Q. Where and under what circumstances and in connection with what business, if any? A. At that time not in connection with any business, but I met her through some of her relations.

Q. When did you meet her in connection with business matters? A. In March, 1912, Mrs. Shaw's niece, whom I am acquainted with, told me that Mrs. Shaw would like me to come to see her regarding building an apartment house for her on Duncan Avenue, Jersey City, where Mrs Shaw at that time resided.

Q. Did you go to see her? A. I did.

Q. And what took place at that visit? A. Mrs.

Shaw told me that she owned four houses there and at that time they were very much run down and needed repairs, and that she had some vacancies and she would perhaps have to make repairs before she could rent them, and she thought it might be well to tear them down and erect an apartment house.

Q. Tell what else took place? A. In talking over as to what kind of an apartment house she would like to have it was decided to plan a five story building, and we planned a building consisting of twenty-one apartments including janitor's apartment.

Q. Did you ask her to prepare plans for that kind of a building for her? A. Yes, she did.

Q. And did you prepare them and submit them? A. We prepared plans and submitted them to her.

Q. Have you got that plan with you? A. Yes, sir.

Q. Please produce it.

(Witness produces plans.)

Q. This plan you have produced consists of how many sheets? A. Five sheets.

Q. Where was the building to be erected for which these plans were made? A. On Duncan Avenue, Jersey City.

Q. On the property then owned by Mrs. Shaw? A. Yes, sir, by Mrs. Shaw.

Q. Was this building erected? A. No, it was not.

Q. Why not? A. We submitted the plans to Mrs. Shaw and in going over it as to about what it would cost it appeared that she didn't have sufficient funds to undertake a building of this size; and about the same time she mentioned that a Mr. Green, who lived next door to her property and whom she had previously sold the house to,

would perhaps not want her to build an apartment there, and she thought that he might rather buy her out than to have her build there, and she asked me if I would go and see Mr. Green and see whether or not he would like to buy her property.

Q. Did you take this plan with you? A. Yes, I went to see Mr. Green and I took this plan and I showed it to Mr. Green and told him what Mrs. Shaw had said to me, and he asked me how much money Mrs. Shaw wanted for her property. The exact amount I think was about thirty-three thousand dollars as near as I can remember now; but at any rate I told him at that time what she had said.

Q. You informed him what the price would be? A. Yes, I did.

Q. And did he refuse to give it? A. Yes, sir.

Q. Did you report that to Mrs. Shaw? A. Yes, I did.

Q. What took place next in that connection—that is with these plans and the proposed building? A. It then appeared from the amount of means that Mrs. Shaw seemed to have that it would be better to plan a smaller building, and Mrs. Shaw and I talked it over and we decided to plan a three story building.

Q. At less cost? A. Yes, sir, at less cost and a less number of apartments.

Q. Well did you plan that? A. We made certain plans for it and we submitted them to Mrs. Shaw

Q. Have you got those plans with you? A. Yes, I have.

Q. Produce them please. A. I have some of them. (Witness produces plans.) I have two plans here: I have got all here that I could put my hands on.

Q. State what was done in connection with that? A. I submitted this plan to Mrs. Shaw and she seemed pleased with the layout, and then we immediately started to stake out for the building.

Q. On what property? A. On the Duncan Avenue property—the location for the proposed building, and we did stake out.

Q. Well what occurred in that connection—did you build according to this plan—this second set of plans? A. No, I think the following day we received a letter from Mrs. Shaw stating that she had closed an agreement for the property with Mr. Green for the sum of thirty thousand dollars.

Q. Have you got that letter? A. Yes, I have.

The plans first produced consisting of five sheets are offered in evidence.

Marked Exhibit D-1.

MR. DECKER: I object to the offer.

MR. LEWIS: I now offer the plans secondly referred to, consisting of two sheets.

Marked Exhibits D-2., and D-3.

MR. LEWIS: Mr. Decker, have you got a letter from G. B. Beaumont Company, directed to Mrs. Shaw, dated June 10th, 1912.

MR. DECKER: We will produce it if we can at the next session.

It is consented that a copy of this letter may be offered at this time in place of the original asked for.

MR. LEWIS: I now offer a copy of the letter last referred to—letter from G. B. Beaumont Company to Eleanor P. Shaw, dated June 10th, 1912, and ask that it be marked.

MR. DECKER: I admit that this is a copy of the original, but I make formal objection to the letter.

Letter marked Exhibit D-4.

MR. LEWIS: I now offer in evidence the letter referred to by the witness as having been received from Mrs. Eleanor P. Shaw.

Q. Is this the letter to which you referred in your testimony? A. Yes, it is.

Q. What is the date of that letter? A. The date of this letter is June 20th, 1912.

MR. LEWIS: I ask that this be marked in evidence.

Offer objected to.

Marked Exhibit D-5.

MR. LEWIS: With the Master's permission I will read this letter—

"27 Duncan Avenue, Jersey City.

"My dear Mr. Beaumont:

"Acting upon the advice of the family I have closed with Mr. Green for $30,000, and am ready to compensate you for your services up to date. We will also consider the erection of an eight family apartment house in the vicinity of the new Hudson Terminal section. With many many thanks and sincere appreciation of the great interest you have shown, believe me,

"Very sincerely yours,

"ELEANOR P. SHAW.

"June 20, 1912."

Q. Do those services which this letter refers to appear in your itemized bill you have rendered in this case, and a copy of which is annexed to your cross-bill filed in this cause? A. They do.

Counsel for the defendant offers for identification a statement containing an account, which is the same as that annexed to the cross-bill, with an addenda carrying the account down to date.

Account marked D-6., for identification.

Q. When did you receive this letter Exhibit D-5? A. June 21st, 1912.

Q. What next occurred in this connection after your receipt of the letter D-5? A. Following the letter referred to I called to see Mrs. Shaw to see what she had in mind regarding a house in the vicinity of the Hudson Tubes, and in the conversation she asked me to look around and see if I could find a suitable plot to erect such a building.

Q. Well did you do so? A. Yes, I did; I looked at a number of different plots, and while looking around I heard of the Craig property—that property was for sale.

Q. And did you call her attention to that property? A. I told Mrs. Shaw that I heard it was for sale and she said that was a larger plot than she wanted. After talking it over with her I told her that we would purchase the property and let her have a plot of the size that she wanted at a pro rata cost of the entire plot. She thought that was very good and at that time agreed to do that; and I think it was the next day she told me that she had talked it over with the family and she had decided to purchase the entire plot herself.

Q. When you speak of the entire plot do you mean these seven lots? A. Yes, sir; but it was of course at that time one lot. I told her if she wanted to do that, that it was satisfactory to us.

Q. Did she ask you to prepare plans for the erection of a building on that property? A. She purchased the property and asked us to prepare plans for a four story building.

Q. And did you enter into a contract with her for the erection of a building according to those plans? A. Yes, we did.

Q. And did you have specifications accompany ing those plans? A. Yes, sir, we did.

Q. I now hand you a letter purporting to be from Eleanor P. Shaw to Mr. G. Beaumont of the date of July 10th, 1912; from whom did you receive that letter? A. From Mrs. Eleanor P. Shaw.

MR. DECKER: It is admitted this is Mrs. Shaw's letter, and it can be offered subject to my objection.

Letter offered in evidence and marked Exhibit D-7.

MR. LEWIS: I ask counsel for the complainant to produce letter dated September 13th, 1912.

MR. DECKER: We haven't got that letter.

MR. LEWIS: I now offer in evidence a copy of a letter purporting to be written and sent by G. B. Beaumont Company to Eleanor P. Shaw, at 212 Monticello Avenue, Jersey City, dated September 13, 1912.

Q. Is this a copy of a letter that you mailed to Mrs. Shaw? A. Yes, that is a copy.

Q. Sent by you to her? A. Yes, sir.

Copy of letter marked Exhibit D-8.

Q. I show you a copy of a letter by G. B. Beaumont Company to Estate of Asenath A. Shaw, 21 Monticello Avenue, and ask you if that is a true copy of a letter sent by the Beaumont Company to Mrs. Shaw? A. Yes, it is.

Copy of letter referred to offered in evidence.

MR. DECKER: It is admitted it is a copy. Marked Exhibit D-9.

MR. LEWIS: I will read this letter.

"September 16, 1912.

"Attention of Mrs. Eleanor P. Shaw, Executrix, Estate of Asenath A. Shaw, 21 Monticello Avenue, Jersey City, N. J.

"Dear Mrs. Shaw: Re Beaumont Apartment.

"In accordance with our verbal agreement we herewith make requisition for the sum of five hundred dollars as part payment for drawings, to be deducted from final payment on contract.

"Very truly yours,

"G. B. BEAUMONT COMPANY,

"(Signed.) G. Beaumont, President."

Q. (The Master.) This letter was before the contract in question was signed, was it not? A. Yes, sir.

Q. And had reference to what? A. Well, it had reference to these plans that we were making.

Q. For the new house? A. The previous plans.

Q. Did that have reference to the house that you built on the Boulevard? A. No.

Q. Did you receive and have you credited that amount on your itemized bill? A. We have.

Q. And does that appear in your books of account? A. It does.

Q. An item of five hundred dollars on account? A. Yes, sir.

Q. I show you a copy of a letter purporting to have been written and sent by G. B. Beaumont Company to the Estate of Asenath A. Shaw, is that a copy of a letter sent to Mrs. Shaw? A. It it.

Q. And this letter is dated September 18, 1912? A. Yes.

MR. LEWIS: I will read an extract from this letter:

"Re Beaumont Apartment. We are enclosing herewith a typewritten letter giving us instructions to use the name of 'Beau-

mont' on your apartment. Please read and see if it is in accordance with your verbal instructions previously given and sign and return to us.

"Very truly yours,
"G. B. BEAUMONT COMPANY,
"By the President.

Letter offered in evidence and marked Exhibit D-10.

MR. DECKER: Where is the enclosure that went with that letter.

MR. LEWIS: I don't know; we will get that if we can.

Q. Have you the letter that that refers to? A. We have.

Q. I show you a letter from Mrs. Eleanor P. Shaw, Executrix, addressed to G. B. Beaumont Company, dated September 19, 1912, and ask you if that is the letter referred to in Exhibit D-10 as sent to the Beaumont Company? A. Yes. it is.

Letter offered in evidence.

Marked Exhibit D-11.

MR. LEWIS: With the permission of the Master I will read this letter. After the address, &c., it reads:

"Gentlemen:

"In reference to contract between us dated August 27th, 1912, regarding the erection of apartment house on the Boulevard near Highland Avenue, Jersey City, N. J., it is our desire that this apartment be named 'Beaumont', and that hereafter this name be used in contracts, correspondence &c.

"Very truly yours,
"Estate of Asenath A. Shaw,
"Eleanor P. Shaw, Executrix."

Q I show you copy of letter from G. B. Beaumont Company to Mrs. Shaw, dated September

19th, 1912, and ask you if that is a copy of a letter sent by the Beaumont Company to Mrs. Shaw? A. It is.

Letter referred to offered in evidence.

Marked Exhibit D-12.

MR. LEWIS: I read from this letter the following:

"Re Beaumont Apartment. We called up Harrison & Dunham about survey and they told us that they had mailed same to you this morning. Will you please remail it to us at once so that we may have the required information?"

Q. That was a survey of what property? A. The Craig property.

Q. Embracing the lots on which the Beaumont apartment house was erected? A. The entire plot.

Q. Well that embraces the Beaumont apartment house property? A. Yes, sir.

THE MASTER: When was that property bought?

MR. DECKER: On September 26th, 1912.

Q. Was that survey with a view of dividing up this property—the Craig property which had been conveyed to Mrs. Craig? A. It was.

Q. Was this letter prior to the contract under which the Beaumont Apartment house was built? A. Yes, sir.

Q. I show you a copy of another letter dated September 1912 from G. B. Beaumont Company to Mrs. Shaw, and ask you if that is a copy of a letter sent to Mrs. Shaw? A. It is.

Letter offered in evidence.

Marked Exhibit D-13.

MR. LEWIS: I will read from this letter D-13—

"Re Beaumont Apartment. We beg to acknowledge receipt of your check for the sum of five hundred dollars for which please accepts our thanks."

Q. In what connection was that payment made? A. In connection with the plans for Duncan Avenue—the previous plans.

Q. Is that credit contained in your bill of items? A. It is.

Q. And annexed to your cross-bill? A. Yes, to the bill of items.

Q. I show you a copy of a letter purporting to be from the G. B. Beaumont Company and addressed to Estate of Asenath A. Shaw, and ask you if that is a true copy of a letter sent to Mrs. Shaw? A. Yes; but that is not my signature; that is not signed by me.

Q. Who is it signed by? A. By Mr. Rowan.

Q. Do you know his signature? A. Yes, sir.

Q. Is that his signature? A. Yes, it is.

Q. Do you know about that transaction? A. I dictated that letter.

Letter offered in evidence.
Marked Exhibit D-14.

Q. I show you a copy of a letter purporting to be by G. B. Beaumont Company to New Jersey Title Guarantee & Trust Company of Jersey City, dated November 27, 1912; did you mail to the New Jersey Title Guarantee & Trust Company the letter of which this is a copy?

MR. DECKER: I object to the question as immaterial and irrelevant.

A. I think I handed the letter to Mr. Evarts, Vice President of the Company, personally.

Q. Was that letter in connection with the building of the proposed Beaumont Apartment house?

Same objection.

A. It was.

Q. In what connection?

Same objection.

A. It was for the purpose of securing a loan—applying for a loan.

Q. What kind of a loan? A. A building loan.

Q. A loan on mortgage? A. Yes, sir.

Q. To be used where and how? A. To be used for the construction of the apartment house on the Boulevard where the present building now stands.

Q. Was that in accordance with any understanding or agreement that you had with Mrs. Shaw? A. It was.

Q. Did you get that loan? A. We did not.

Q. Did you get a loan subsequently from the Title Guarantee & Trust Company on this property? A. We did.

Q. Why was that application turned down? A. Well just about that time the banks were not very anxious to make building lonas. We applied for a certain sum and our application was not approved.

Letter referred to offered in evidence.

MR. DECKER: Objected to as immaterial and irrelevant.

MR. LEWIS: If you object then I will withdraw it.

Q. Did you apply in December, 1912, to the Hudson City Savings Bank for a mortgage loan in behalf of Mrs. Eleanor P. Shaw on this Boulevard property? A. We did.

Q. Did you procure that loan? A. We did not.

Q. Why not? A. Our application was not approved.

Q. About this time or a little later in the month of January did you make any effort in behalf of Mrs. Shaw to sell any portion of that Craig property which had been conveyed to her? A. Well in January Mrs. Shaw asked me to see Mr. Lautmann, who had approached her in regard to a trade. I went to see Mr. Lautmann and had a talk with him and afterwards informed Mrs. Shaw of the conversation, I told her that I didn't think she would be interested in a trade.

Q. Did you write her a letter respecting that? A. We did.

Q. I show you a copy of a letter addressed to Mrs. Eleanor P. Shaw sent by the Beaumont Company and dated January 10th, 1913, and ask you if that is a copy of the letter that you sent her? A. Yes, it is.

Letter referred to offered in evidence and marked Exhibit D-15.

Q. In behalf of Mrs. Shaw did you submit plans and specifications for a proposed apartment house consisting of seven apartments, including janitors apartment and two doctors' suites, to be located on this Boulevard property, to Mr. Marshall Van Winkle? A. We did.

Q. And for what purpose did you submit those plans and specifications? A. Trying to secure a building loan.

Q. Did you succeed? A. I did not.

Q. Was that building loan with reference to the Beaumont Apartment house which you were about to construct? A. No, sir, that building loan was with reference to a three story building.

Q. On the Craig property? A. Yes, sir, the same property.

Q. Had Mrs. Shaw approved of those plans? A. She had.

Q. Was the building erected according to those plans—the Beaumont Apartment house? A. No, those plans were made and then Mrs. Shaw wanted to know if she could borrow five or six thousand dollars whether or not she could have a four story building. I said that if we got that much cash we could perhaps borrow the difference to enable us to add the fourth story, and after that the plans were changed to a four story building.

Q. Was the building put up according to those plans? A. According to the four story plans it was.

Q. Have you got those plans and specifications with you? A. Yes, we have the plans and specifications.

(Witness produces plans and specifications.)

Plans offered in evidence and marked Exhibit D16.

Q Are these the specifications in connection with those plans? (Handing papers to witness.) A. They are.

Specifications offered in evidence. Marked Exhibit D-17.

Q. Did the G. B. Beaumont Company enter into a written contract with Mrs. Shaw to erect a building on Lots 1 and 2 of the property conveyed to her by the Craigs in accordance with these plans and specifications D-16 and D17? A. They did.

Q. I show you a contract dated February 26, 1913, purporting to have been signed by Eleanor P. Shaw and by G. B. Beaumont Company, G. Beaumont, President; is that the contract you

refer to in connection with the construction of the Beaumont Apartment house? A. It is.

Q. Is that Mrs. Shaw's signature? It does not appear to be witnessed.

MR. DECKER: We admit that it is her signature.

Contract offered in evidence. Marked Exhibit D-18.

RECESS.

DIRECT CONTINUED.

Q. Mr. Beaumont, were the plans Exhibit D-16. and the specifications D-17. the plans and specifications referred to in the contract D-18, the ones according to which the Beaumont Apartment house was built? A. Yes, sir.

Q. Was there any modification in the construction varying the plans in any way, and if so, what were they? A. There were some changes. One change was substituting Ludowici celedon tile on the front portion of the roof. This change was ordered in writing by Mrs. Shaw.

Q Did you make an additional bath room in the house? A. We did.

Q. For what purpose? A. We put in an additional bath room in the basement to be used by servants. Mrs. Shaw she gave an order in writing for these changes.

Q. Did you make any increase in the width of the rear part of the building? A. We increased the rear part of the building on either side of the rear for the purpose of making the main rear bed rooms larger.

Q. Did Mrs. Shaw order this change? A. She did.

Q. Verbally or in writing? A. In writing.

Q. Will you please produce the writing.

(Witness produces a letter dated April 3, 1913, addressed to G. B. Beaumont Company and purporting to be signed by Eleanor P. Shaw.)

Q. I ask you if that is the letter you received for these changes? A. It is.

Q. And is that Mrs. Shaw's signature to the letter? A. Yes, it is.

Q. Are you familiar with her signature? A. I am.

Letter referred to offered in evidence. Marked Exhibit D-19.

Q. Did you make these changes as required by that letter? A. Yes, we did.

Q. With the exception of these changes was the building completed according to contract? A. It was.

Q. And according to the plans and specifications? A. It was.

Q. When was the building completed? A. About November 1st, 1913. There were two tenants moved in the building on the first of November, 1913.

Q. And within the time required by the contract, with the extension granted by Mrs. Shaw? A. Yes, sir.

Q. Was there any building on this property that was conveyed by Mr. and Mrs. Craig to Mrs. Shaw? A. There was a residence and barn.

Q. What became of them? A. They were torn down by us in accordance with orders in writing from Mrs. Shaw, which provided that we wreck and dispose of such materials as we thought in

our judgment should be, and to use such materials as we deemed fit for the new building.

Q. Is that authorization in writing? A. It is.

Q. Will you please produce it?

(Witness produces a letter dated November 27, 1912, addressed to G. B. Beaumont Company and purporting to be signed by Eleanor P. Shaw.)

Q. Is that Mrs. Shaw's signature to that letter? A. It is.

Letter referred to offered in evidence. Marked Exhibit D-20.

MR. DECKER: I object to the offer on the ground that the date of the letter shows it was signed before contract was entered into, and that letter together with the matters that went to the making of the contract was merged in the contract.

MR. LEWIS: With permission of the Master I would like to read this letter in the record, which is as follows:

"GENTLEMEN:

"Hereby authorize you to demolish the building on the southeast corner of the Boulevard and Highland Avenue, Jersey City, N. J., known as the Craig residence, for which I agree to pay you cost, plus ten per cent. You are to use such material as you may deem fit and advisable in the construction of the new apartment house, and dispose of all other material, keeping an accurate account of all money received for same and furnish me with proper credits.

"Very truly yours,

"ELEANOR P. SHAW."

Q. In accordance with these instructions did you demolish the building? A. We did.

Q. Did you use any portion of it in the new

building? A. Yes, we used some of the materials.

Q. When I speak of the new building do you understand by that that I refer to the Beaumont Apartment house? A. I do.

Q. Did you sell considerable portion of the Craig house that you demolished? A. Yes, we did sell quite a little.

Q. All at one time or at different times? A. No, various times.

Q. As you could procure purchasers? A. Yes, sir.

Q. Does your account show credits for all of those sales? A. Yes, every cent of it.

Q. Have you charged Mrs. Shaw with any portion of the building that you put into the new structure? A. Well we allowed credit for what material we used in the new building. We charged her with the amount used in the new building and allowed her credit for the same amount.

Q. What loans on mortgage did you procure during the construction of the Beaumont Apartment house? A. We procured one loan of fifteen thousand dollars from the New Jersey Title Guarantee & Trust Company.

Q. On what part of the property? A. On lots I and 2 and the improvement thereon.

Q. Did you succeed in selling any portion of the property during the construction of the building? A. Not during the construction of the building.

Q. When the building was completed did you have any settlement with Mrs. Shaw? A. Shortly after the building was completed, the date of which we have letters that we can refer to, but I don't remember just the date now, I made an appointment with Mrs. Shaw to come to our office.

Q. But I asked did you have any settlement with her? A. No, sir, we did not.

Q. Well did you render her any account? A. We did.

Q. What transaction did you have with her respecting the building right after you had completed it, or shortly after you had completed it? A. Well that was what I was intending to refer to a moment ago, and that is that we made an appointment with Mrs. Shaw to come to our office to go over the account, and the following day, I think it was, Mrs. Shaw told me that she had an appointment that afternoon, and she didn't think she would come to our office at the appointed time as she was not in a position to make settlement and take over the property at that time, and she didn't think anything could be accomplished by coming over then.

Q. (Mr. Decker) Will you fix the date of that conversation? A. I can fix it by a letter, I think.

Q. How long after the building was finished was it? A. I would not like to say about that. I don't know just when it was finished (witness refers to papers). The appointment was made by us for January 29, 1914.

Q. And her reason for not coming then, I understand you to say, was because she was not prepared to pay your claim? A. That is what she said.

Q. Did she ask you then to send a statement of your account? A. She did not.

Q. Did you subsequently send her a statement of your account? A. We did.

Q. And without her asking for it? A. Yes.

Q. Or requesting statement? A. Yes.

Q. Did you give an itemized statement of your account in connection with this Beaumont Apart-

ment house to anybody else than Mrs. Shaw? A. We did in March of this year.

Q. To whom? A. To Mr. Insley of Hartshorne, Insley & Leake, who advised us just before that that he had been appointed by Mrs. Shaw to take up this matter.

Q. Was that itemized statement submitted before suit was started? A. It was.

Q. Does that statement as it is rendered show a balance in your favor? A. It does—something over forty-five hundred dollars.

Q. Is the statement that is annexed to the cross bill identical with that statement, except as to the extenuations? A. It is.

Q. When I say extenuations I refer to indebtedness incurred since or payments made by you since in connection with the Beaumont Apartment house; is that the way you understand it? A. It is.

Q. Then with the exception of those extensions that were afterwards made in further transactions in connection with the building, it is identical with what is annexed to your cross bill? A. It is.

Q. How came you to rent the Beaumont Apartment house or the apartments in it? A. We rented it under an authorization from Mrs. Shaw, which is in writing and dated June 24th, 1913.

Q. I show you a letter dated June 24th, 1913, addressed to the G. B. Beaumont Company, and purporting to be signed by Eleanor P. Shaw, and ask you if that is the letter? A. Yes, this is the letter.

Q. Is that Mrs. Shaw's signature to the letter? A. It is.

Letter referred to offered in evidence. Marked Exhibit D-21.

MR. LEWIS: I ask the permission of the Master to read this letter. It reads as follows:

"June 24, 1913.

"G. B. Beaumont Company,
"286 Fifth Avenue,
"New York City.

"GENTLEMEN:

"Re Beaumont Apartment. I hereby authorize you to rent all apartments, making such arrangement as in your judgment may seem advisable. Also such other arrangement as may be necessary in connection with the furnishing and running of apartments, such cost as may be incurred thereby to be added to the contract allowance.

"Very truly yours,
"ELEANOR P. SHAW."

Q. Did you proceed in accordance with that letter? A. We did.

Q. Taking general charge of the building and renting it as best you could? A. We did.

Q. Did Mrs. Shaw give you consent to do any furnishing of the apartment house? A. She did.

Q. Was that in writing? A. Yes, in writing—the letter just referred to.

Q. I show you a letter dated October 28th, 1913, addressed to G. B. Beaumont Company and signed by Eleanor P. Shaw, and ask you if you received that letter and if that is Mrs. Shaw's signature to the letter? A. Yes, we received that letter and that is Mrs. Shaw's signature.

Q. That letter refers to what? A. It refers to furnishing and installing eight kitchen dressers.

Letter referred to offered in evidence. Marked Exhibit D-22.

Q. Did you install the eight kitchen dressers as authorized in that letter? A. We did.

MR. LEWIS: With the permission of the Master I will read extract from this letter as follows:

"Such cost as may be incurred in connection therewith, to be added to contract allowance and paid in accordance with same."

Q. In connection with your renting the apartment did Mrs. Shaw become a tenant in the Beaumont Apartment house? A. She did

Q. Did you have a lease with her? A. We did.

Q. At what rent? A. Seventy dollars per month.

Q. Was it one of the best apartments? A. It was next to the highest priced apartment, as there was one other that rented for seventy-five dollars, or rather two others, and then one for seventy dollars: and the one opposite this on the same floor also rented for seventy dollars.

Q. Is Mrs. Shaw still occupying that apartment? A. She is.

Q. No other change been made in the rental of it? A. No, sir.

Q. Has she paid to you the rent from time to time? A. She has not.

Q. Why was it necessary for you to have the rents of the building? A. Well, according to the contract we are to retain the receipts until our claim has been paid, or until our claim has been paid otherwise. The fact that our claim had not been paid we have collected the rents and made the necessary disbursements.

Q. (The Master) When was the building finished under the contract? A. About November 1st, 1913.

Q. I understand you to say that you procured one mortgage loan on the construction of the

building for fifteen thousand dollars? A. Yes, sir.

Q. And how did you apply that money? A. Under the terms of the agreement.

Q. What other mortgage loans, if any, did you procure and when? A. We procured one of twenty thousand dollars from the Provident Institution for Savings. I think we got that the latter part of December, 1913. We procured another from the Trust Company of New Jersey in the Spring of 1914.

Q. What was the amount of that loan? A. Thirty thousand dollars, out of which the twenty thousand dollar loan was paid off to the Provident Institution for Savings.

Q. How many mortgage loans in all did you procure? A. Three.

Q. One for fifteen thousand dollars? A. Yes, and one for twenty and one for thirty thousand dollars.

Q. The mortgage loan for twenty thousand and the one for thirty thousand, were they procured before or after the building was completed? A. After the building was completed.

Q. Have you given credit for those moneys received on the mortgages? A. We have.

Q. Have you charged the expenses of procuring those loans? A. We have.

Q. Does your itemized bill show that? A. It does.

Q. Have you sold any part or parts of the property that was conveyed by Mr. and Mrs. Craig to Mrs. Shaw? A. We have.

Q. Did you sell any part of it during the construction of the building? A. No, sir.

Q. Why did you not? A. Because we were not able to find a buyer.

Q. What parts did you sell and when and to whom and for what price? A. We sold a lot facing on Highland Avenue, 25 by 143 feet deep, about to Robert N. Hughes for thirty-five hundred dollars, out of which a two thousand dollar mortgage on said lot was paid off, together with interest and expenses. We later sold a plot on the corner of Highland Avenue and the Boulevard, about 38 feet on the Boulevard and 100 feet on Highland Avenue to Mrs. Noe, for ninety-six hundred dollars, out of which there was seven thousand dollars mortgage paid off upon said lot and the two adjoining lots. Mr. Craig at the time required us to reduce the mortgage on the lots 4 and 5 before he would release the corner plot. We also out of this paid interest and expenses.

Q. You said you paid out of the proceeds from the Hughes purchase a two thousand dollar mortgage? A. Yes, sir.

Q. Do you mean you paid a two thousand dollar mortgage or two thousand dollars of the fifteen thousand dollars mortgage that was on that property? A. Well it was divided up so that they would release the No. 3 lot, which was the lot sold to Mr. Hughes, for payment of two thousand dollars, reducing the original fifteen thousand dollar mortgage.

Q. That payment being on account of that mortgage? A. Yes, sir.

Q. Well, after the payments made on that mortgage how much of that mortgage remains on record now against the property? A. Six thousand dollars, which is on lots 4 and 5—there being a plot five feet by one hundred feet, which is free and clear.

Q. What other mortgage remains on it? A. On the Apartment House?

Q. Yes. A. A mortgage of thirty thousand dollars held by the Trust Company of New Jersey.

Q. And that mortgage was obtained for what purpose? A. As a permanent loan, and as provided for in the agreement.

Q. And the proceeds of the mortgage were applied to what? A. The proceeds of that mortgage part of it went to the paying off of the twenty thousand dollar mortgage previously held by the Provident Institution for Savings, and part for interest and expenses, and the remainder to the G. B. Beaumont Company.

Q. Have you tried to make other sales of any portion of the vacant land remaining unsold?

MR. DECKER: I object to that on the ground that it is immaterial.

A. We have; we have tried from time to time to make sales and we have had offers. Here a short time ago we submitted an offer to Mrs. Shaw's attorneys from a man who said he wanted to build a private residence and he offered I believe $9,400.

Q. For how much land? A. For a plot 55 by 100 feet, and he agreed to build a private residence, which would give light and air to the apartment.

Q. Was that proposition submitted to Mrs. Shaw? A. To Mrs. Shaw's attorneys.

Q. Did you regard that as a fair price for the land that he offered to purchase? A. I considered it a very good price, taking into consideration that they would agree to build a private residence, which would afford light for all time to that side of the apartment house.

Q. Did Mrs. Shaw through her attorneys agree

to make such sale? A. She has refused to accept the offer; and since that time I have learned that she has instructed the "For Sale" sign to be removed from the lots, stating that they had been sold.

Q. Whose sign was it? A. The G. B. Beaumont Company's for sale sign, giving the size of the lots and the name and address of the G. B. Beaumont Company.

Q. Did you say Mrs. Shaw has had this notice removed? A. Yes, sir.

Q. Latterly, as I am informed, you have been depositing rents in bank to the joint account of Mrs. Shaw and the G. B. Beaumont Company; is that correct? A. We have.

Q. Do those rents appear in your itemized statement? A. They do.

Q. I notice you make claim for money furnished by the G. B. Beaumont Company to Mrs. Shaw?

MR. DECKER: We will admit that we got $1,400, Mr. Lewis; there is no dispute about that.

Q. Were there funds enough to her credit in connection with the Beaumont Apartment house to warrant that payment? A. I don't know as to the amount of funds at the time each payment was made to Mrs. Shaw.

Q. How came you to make this payment? A. Mrs. Shaw wrote us various letters stating that she was very much in need of money, and we took at various times so much of the rent money and paid it to Mrs. Shaw. We have the letters from Mrs. Shaw asking for money at various times.

Q. How did you expect that was going to help you to make up a balance to pay the Beaumont Company's claim?

MR. DECKER: I object to that question as incompetent, irrelevant and immaterial.

A. Well we thought that we would very shortly sell lots and we were also trying to get a second mortgage with Mrs. Shaw's consent on the property, and if we could help her in the mean time we were glad enough to do it.

Q. Well, did you do it with a desire to assist her? A. We desired to help her, and all of our records from start to finish will show that.

Q. And you were willing to postpone, were you, a settlement with the Beaumont Company in order to so assist her? A. Well to that extent.

Q. Have you a book account of this itemized statement? A. We have.

Q. Both of the statement which is annexed to the cross bill and the additional statement furnished to-day? A. We have.

Q. Bringing it down to the present time? A. Yes, sir.

Q. Will you produce your book account here? A. I will (witness produces two books).

Q. What books do you now present? A. The day book and ledger.

Q. Which is your book of original entry? A. The day book.

Q. Are these the only books that you have containing this Beaumont Apartment house account? A. Yes, it is.

Q. And Mrs. Shaw's account in connection with it? A. Yes.

Q. Who has kept these books? A. Mr. Rowan.

Q. Is Mr. Rowan present? A. Yes, he is right here.

Q. Are you familiar with the books and with the entries? A. In a general way, yes.

Q. Do you believe them to be true? A. I do.

Q. Strictly correct? A. I do.

MR. LEWIS: I now offer for identification the day book—on the binding it is marked journal, but it is meant for a day book I understand; and I also offer the ledger of the Beaumont Company.

Day book marked D-23 for identification.

Ledger marked D-24 for identification.

Q. Has the itemized account as annexed to the cross bill been taken from these books? A. It has.

Q. And has the addenda itemized account furnished to-day been taken from these books? A. Yes, sir.

Q. When were the entries in the day book made? A. In as much as I didn't make them, Mr. Rowan had better answer that at the proper time. I am only familiar with it in a general way.

Q. So far as you know they were made at the time of the transactions? A. Yes, as far as I know, because we try to keep everything up as close as we can.

Q. Has this day book been copied from any other book? A. Those are the original entries as I understand it.

Q. What do you make the balance of your claim down to date? A. It is on a summary sheet which is on the last page here, $4,794.82.

Q. Can you readily tell us what the balance was as appearing by the claim, or that portion of the claim as annexed to the cross bill—that is up to the time the cross bill was filed? A. Well the figures on here show $4,587.18, referring to the accounting presented at the time.

THE MASTER: Do you mean when the suit

was commenced you were running the property at a loss?

A. Well I don't know whether it appears at a loss or not. We have received the rents and made the necessary expenditures and deposited the balance in bank to the joint account, and we have charged the ten per cent. over and above the actual expenditures, as provided for in the contract for expenditures.

Q. Well, in other words, it is two hundred dollars more than it was at the time the account was added to the answer? A. Well at the present time there is eight hundred dollars in bank, which, of course, in our accounting is merely shown as received and expended.

Q. When you put that in the account you charged it as payment? A. Yes, sir, that is what makes the difference.

Q. Have you been paying interest on these mortgages? A. Why we have paid some interest. On the suggestion of the attorneys of Mrs. Shaw we consented that money that had been deposited in joint account be paid on account of interest some two or three months ago, which brought the balance down at that time to $1.44, but other money collected since that has brought that up.

Q. Prior thereto when you had not deposited money to the joint account had you since the construction of the building paid interest on the mortgage? A. Yes, we paid interest and taxes and water rents.

Q. Are those payments all shown on your itemized account? A. They are

(At this time the witness stated that he desired to correct his testimony.)

WITNESS: The officers of the company in 1912,

1913 and 1914 were as I have stated, but after the meeting of March, 1915, the officers were changed and as now as follows: Greenberry Beaumont, President; Wilbur S. Beaumont, Vice-President; Arthur W. Fall, Treasurer, and William H. Rowan, Secretary.

ADJOURNED until Thursday, October 28, 1915, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between:

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, etc.

Continuation of the hearing of the above entitled cause this twenty-eighth day of October, nineteen hundred and fifteen, at ten o'clock in the forenoon, pursuant to adjournment. Appearances as heretofore.

GREENBERRY BEAUMONT, called for further examination, testified as follows:

DIRECT CONTINUED BY MR. LEWIS:

Q. Mr. Beaumont, in your testimony you speak of making sales of portions of the property—one piece to Mr. Hughes and one piece to Mrs. Noe, and of crediting the receipts for the property: What was done with the proceeds of those sales —take the sale to Hughes first? A. About two thousand dollars of that went to reducing the original fifteen thousand dollar mortgage and the taxes and expenses in connection with the property, and the remainder was applied under the terms of the agreement.

Q. Now as to the proceeds of sale to Mrs. Noe; was any mortgage encumbrance or portion of mortgage encumbrance paid off by the proceeds of that sale? A. Yes, there was seven thousand dollars mortgage.

Q. What mortgage was that? A. That was also reducing the original fifteen thousand dollar mortgage.

Q. When you speak of the fifteen thousand dollar mortgage was that one of the mortgages for which you had procured a loan, or was that mortgage on the property before? A. That mortgage was on the property when we took title to it and which was mentioned in the agreement.

Q. The fifteen thousand dollar mortgage—what kind of a mortgage was that, if you know?

MR. DECKER: That is objected to as immaterial.

A. A mortgage I believe that was given to the Craig people when the property was purchased.

Q. And subject to that mortgage the property was conveyed to you by Mrs. Shaw? A. Yes, sir.

Q. Now as to the moneys obtained by mortgage loan on the property, does your account show what disposition was made of those moneys and the payments made out of the moneys? A. Our account shows all expenditures and all receipts.

Q. Were these moneys obtained by mortgages disbursed and disposed of in accordance with the terms of your contract? A. They were.

Q. And does Mrs. Shaw thereby receive full credit for the moneys received as loans on mortgage? A. She does.

Q. Omitting, if you please, the earlier items in your itemized statement, the charges for services in preparing the first plans, and so forth, for which you received in payment, or on account of payment, the sum of five hundred dollars, what was the total cost of the Beaumont Apartment house when completed, together with the ten per cent. added thereto? A. Well it is between forty-one and forty-two thousand dollars.

Q. (The Master) Well is that shown at all on the account? A. No, it is not totaled up on the account, but each and every item is given there.

Q. When did you commence this contract work on this contract dated February 26, 1913; was that after the contract was signed? A. Well as I understood it we started in about April of 1912, and we followed along from time to time, but immediately after the sale of the Duncan Avenue property we started the preparation of other plans.

Q. But I am speaking of this Beaumont Apartment house—when did you commence work on that? A. The actual work of the construction of it?

Q. Yes. A. Well I should say shortly after the signing of this contract.

Q. What were the pay rolls prior to that for, from April, 1912, to April, 1913? A. The first pay rolls were for plans for Duncan Avenue, and after the sale of the Duncan Avenue property they were pay rolls for examining different plots as requested by Mrs. Shaw.

Q. But they didn't have anything to do with the Beaumont Apartment house? A. Well I was just leading up to that.

Q. Well, go ahead. A. After the negotiations—that is the preliminary negotiations for this property on the Boulevard, we immediately started to preparing plans for that, and those plans or part of them were used in the actual construction of the building. In the latter part of August or some time in September we secured a permit on those plans and then afterwards the plans were changed to a three story, and later on back to a four story again.

Q. But the question I was getting at was this. I see there was about five thousand dollars expended from April 1st, approximately, 1912, to April 1st, 1913, now that five thousand dollars was that put in the construction of the Beaumont Apartment house? A. No, part of it was for these plans and part of it was for the wrecking of the Craig residence.

Q. In the wrecking of the Craig residence was the cost of that to be independent of the forty-two thousand dollars? A. It was.

Q. And then was it or was it not by agreement between you and Mrs. Shaw to be added as an element to the forty-two thousand dollars, for which you were to be paid? A. Well we had a letter from Mrs. Shaw authorizing us to do this

work at cost plus ten per cent., but it was not a part of the forty-two thousand dollars.

Q. (The Master) Can you tell me about when the wrecking commenced? A. Well, I think about the first of December, 1912.

Q. Referring to Exhibit D-20, which pertains to the demolishing of the Craig residence, Mrs. Shaw's letter to you I note reads in part, where it speaks of authorizing you to demolish the building, to-wit: "I agree to pay you cost plus ten per cent: you are to use such material as you may deem fit and advisable in the construction of the new apartment house and dispose of all other material, keeping account," etc. Have you so charged that in your account which you have rendered and annexed to your cross bill in this cause? A. Yes, I have.

Q. Have you estimated any part of that as making up the total cost of the construction of the Beaumont Apartment? A. We have.

Q. What part? A. I think about $535; I think it is somewhere near that. That was material that came out of this building.

Q. Then how does that affect the total cost of the building to be paid for? A. It doesn't affect it except that we credit to the wrecking, that five hundred and some dollars and we charge it to the building.

Q. (The Master) What did that actually mean that you were to have ten per cent. of the cost of demolishing? A. Well the cost meant whatever cost may be incurred in connection with the work, and the ten per cent. of that was profit.

Q. Was that ten per cent. charged on the part you sold? A. No, sir, we didn't charge anything on the amount we sold; it is just for labor performed in tearing it down.

Q. And all labor and whatever expenditure was necessary in tearing it down that was cost on which you was to receive ten per cent? A. Yes, sir, as a profit.

Q. Do you understand that to be in addition to the contract price of the building limited by the contract? A. Yes, sir, I do.

Q. Then you took charge of the renting of the property after the completion of the Beaumont Apartment house, furnishing it to some extent and maintaining the renting of the building by necessary supplies? A. We did.

Q. Such as wood, coal, light, janitor and whatever was necessary? A. Yes, sir, whatever was necessary we provided.

Q. Was that under the contract or under subsequent authorization by Mrs. Shaw? A. It was under an authorization by letter from Mrs. Shaw.

Q. Is the letter Exhibit D-21 the letter you refer to? A. It is.

Q. Does your estimate of the cost of the building and as charged in your bill of items include the cost of renting and the maintenance of the building while renting it? A. It does not.

Q. Now can you tell us about what that cost amounted to for the renting of the building and maintaining it in the manner authorized by Mrs. Shaw's letter of authorization to you? A. Well, I can't tell you that, but the whole thing is shown in the accounting and can readily be picked out as to what went in the way of payments for supplies and the cost of running the building and furnishing it as authorized in her letter.

Q. You have charged Mrs. Shaw with rent; have you credited the same in your account? A. We have.

Q. In your estimate of the cost of the Beau-

mont Apartment house, does that rent enter into the cost? A. It does not.

Q. (The Master) In the account I do not see the credit of rent; was the rent that was charged to Mrs. Shaw credited in the account? A. Yes, it is on some of the last sheets there.

Q. In your supplemental account? A. No, it is in the credits.

Q. Was this a written lease with Mrs. Shaw? A. Yes, it was a written lease, so that at any and all times we could show that we were handling the building as we thought we ought to. It was not for the purpose of showing any leases to the bank, and we never wrote out a fake lease, but it was so that we could keep the account on our books as we thought we ought to do, and we have so charged and credited the account as provided for by the lease.

(Part of the above answer was in answer to a side remark made off the record by Mr. Decker.)

Q. From beginning to end of your charges as shown by the bill of items have you dealt with any other person as principal than Mrs. Shaw?

MR. DECKER: I object to that and ask the purpose of the question. It seems uncertain and vague.

A. We have not.

Q. As I understand from your testimony before given, you started out to build an apartment house for Mrs. Shaw,—is that so? A. Yes, it is.

Q. First you were intending to build it where? A. In Duncan Avenue.

Q. And in connection with the building of an apartment house at Duncan Avenue did you prepare plans for that? A. We did.

Q. Did you enter into a contract for the building of a three story apartment house on Duncan Avenue? A. A verbal contract.

Q. I show you a paper purporting to be a contract between you and Mrs. Shaw. A. This contract provided for a three story apartment house to be erected on the Craig property, on lots 1 and 2 where the four story building now stands.

MR. DECKER: What is the date of that?

A. November 22nd, 1912.

MR. DECKER: The same objection I made before I make against this contract and against any examination on it.

MR. LEWIS: My answer to that is that this is a part of the *res geste*—it is a part of the whole transaction; and I now offer this contract in evidence.

MR. DECKER: I object to the offer.

Contract referred to marked Exhibit D. 25.

Q. Was the building which was provided for in this contract Exhibit D-25 constructed? A. It was not.

Q. That contract then was abandoned by both of you? A. It was.

THE MASTER: Was there ever any work done on it?

A. The plans and specifications were prepared.

Q. And charged in the account? A. Yes, sir; the cost plus ten per cent.

Q. After that contract was made did you modify your plans? A. We did.

Q. For an apartment house? A. We modified the plans making it a four story apartment house.

Q. Those plans and specifications you have already produced here? A. We have.

Q. And they are exhibits in the cause? A. Yes, sir.

Q. Mr. Beaumont, I show you plans for an apartment house; in connection with what contract were those plans prepared? A. A contract under date of November 22nd.

Q. That is Exhibit D-25? A. Yes, sir.

Plans referred to offered in evidence and marked Exhibit D-26.

MR. DECKER: I object to the offer.

Q. Was a building constructed according to those plans? A. It was not. Mrs. Shaw after signing this contract asked me if she was able to borrow five or six thousand dollars more whether or not we could add a fourth story and make it a four story building rather than a tnree story building, and I told her that if she could get that much money we could perhaps borrow the difference, and after that we changed the plans to a four story building.

Q. Is the drawing and the expense of making those plans charged in your account? A. Yes, sir. There is also a charge I think of twenty-three dollars for a building permit that was obtained for the purpose of building this building, and the credits show a credit of twenty-three dollars which we got back from the Building Department.

Q. And when was that,—before or after the signing of the contract under which the apartment house was built? A. Before.

Q. Then after you and Mrs. Shaw abandoned the contract D-25 for which you had prepared plans and specifications, did you prepare plans for the apartment house which you finally constructed on the Boulevard? A. Yes, sir, we did.

Q. Will you please produce your receipts and vouchers?

(Witness produces bundle of checks.)

A. What we have to offer at the present time are receipts in the form of cancelled checks, but we are not through looking through our files for receipts.

Q. (The Master) These are your cancelled checks? A. Yes, sir.

Q. Are they all numbered? A. Yes, sir.

Q. Uniformily numbered? A. No, only the numbers in the check book.

Bundle of cancelled checks drawn by the defendant company is offered in evidence, and marked together Exhibit D-27.

Q. Do some of these checks by entry upon them designate the purpose for which they were given? A. A great many of them due. Very often in paying when we pay what we believe will perhaps be the last payment to a concern for delivery or the completion of their contract very often we write on our checks "Payment in full to date" or something of that kind.

Q. The Master) Have you got your stubs here? A. Well they are perhaps all in the book, but the checks would perhaps be a little more explicit. There is a note on many of the checks that would not be on the checks.

Q. Were these checks given in connection with the preparation for the construction of this apartment house and the construction of it and the renting of it subsequently as to the cost and expenses? A. Well they were payments given in payment for material furnished and the execution of certain sub-contracts, and some for taxes and some for water and some for interest on the mortgages—on various mortgages, and especially the mortgage on the property at the time we took title to it.

Q. (The Master) Well, do all of these checks refer to some item of expenditure mentioned in your account? A. Yes, sir.

Q. There is not anything apart from expenditures which you have mentioned in your account? A. No, sir. You may find a check for so much money and you may find that under two or three charges in the accounting. In some cases the accounting for expenditures may be more than the checks are made for and then in the credits there will be a credit which will balance it, showing that for some reason we deducted or discounted a bill or something of that kind.

Q. Are these checks all in connection with your dealings with Mrs. Shaw? A. They are.

Q. In connection with her property? A. Yes, sir.

Q. (The Master) Did you pay everything by check? A. No, sir, not everything.

Q. There are some small things which are not included—some small items? A. Yes, sir. Labor of course is practically never paid by check.

Q. You are speaking of what you charged as payroll? A. Yes, sir.

Q. I show you a batch of pay rolls; in connection with what work or contract or business do these payrolls figure? A. The payrolls as shown in our accounting in connection with the Beaumont Apartment house and the wrecking of the Craig residence and the preparing of the various plans and the inspecting of the properties.

Q. (Mr. Baker) Who kept the payrolls? A. Mr. Rowan.

Q. Have you got him here? A. Yes, sir.

Payrolls referred to consisting of fifty-nine sheets offered for identification.

Marked D-28 for Identification.

Q. I show you a batch of papers just handed me by Mr. Rowan, Secretary of the Beaumont Company, and I ask you to identify them and state what they pertain to? A. They are time sheets of employees that were kept on the job. There seems to be little memorandum slips attached to these time sheets. Mr. Rowan says he thinks they had better be left there, for if you take them away they will never be found again—they may be lost.

Q. (Mr. Decker) We would like to have these offered for such information as they give.

Time sheets referred to offered in evidence and marked Exhibit D-29.

WITNESS: All of the time sheets may be in this batch. If we find others we will submit them later.

Q. If you find other checks or receipts for disbursements pertaining to the house erected under the contract will you produce them? A. We will.

CROSS EXAMINATION BY MR. DECKER:

Q. Mr. Beaumont, your account shows a charge against Mrs. Shaw of eighty dollars for moving barn? A. Yes, sir.

Q. Where did you move that barn to? A. Well the barn part I think is an error in calling it a barn; it was a part of the Craig residence. It was moved from the lot that was sold to Mrs. Noe to the adjoining lot, which lot is I think No. 5 on the diagram.

Q. Now, when did you first get acquainted with Mrs. Shaw? A. Well I think perhaps in the early part of 1911.

Q. Had the Beaumont Company been organized at that time? A. No, sir.

Q. That was before the Beaumont Company was organized? A. Yes, it was.

Q. And your acquaintance with her was not a business acquaintance was it? A. No, sir, it was not at that time.

Q. Your first transactions according to the letters which you produce were with the Estate of Mrs. Shaw's mother, were they not? A. The first transaction was with Mrs. Shaw. As I understood it at that time Mrs. Shaw owned part of the property in her own right, and the estate of Asenath A. Shaw owned part of the property.

Q. Part of what property? A. Part of the Duncan Avenue property.

Q. But you wanted to make a contract with her to put up an apartment house, didn't you, on that Duncan Avenue property? A. Mrs. Shaw sent for me to come to see her.

Q. Will you please answer my question yes or no? A. I am answering your question in the way I can.

(Question read.)

A. Yes, sir.

Q. Mrs. Shaw told you how much money she was worth, didn't she? A. She did not.

Q. She told you nothing at all about her financial worth? A. She did not. I understand you are speaking of the beginning.

Q. Then you made an agreement with her or with the Estate to put up an apartment house on the Duncan Avenue property, didn't you? A. I made an agreement with Mrs. Shaw as Executrix of the estate.

Q. Then your agreement was with the estate? A. Yes, it was.

Q. And did you prepare plans for an apartment house? A. We did.

Q. And those plans have been produced here? A. Yes, here they are.

(Witness produces Exhibits D-1, D-2 and D-3.)

Q. This contract with the estate of Asenath A. Shaw was dated the 27th day of August, 1912,—is that right? A. Yes, it was a written contract on that date.

Q. That is correct, is it? A. Yes, there was a written contract on that day.

Q. Were the plans prepared before or after this contract was made? A. Which plans do you refer to?

Q. The plans for the Duncan Avenue house? A. Before.

Q. How long had you been acquainted with Mrs. Shaw before you entered into this contract with her? A. Which contract do you refer to?

Q. The contract of August 27th, 1912. A. Perhaps a year and a half.

Q. How long before the Beaumont Company was organized? A. The Beaumont Company was organized in March, 1912.

Q. Do you know the date that it was organized? A. I think the 27th of March, 1912.

Q. Before you prepared the plans and before you entered into this contract Mrs. Shaw told you what kind of a house she wanted, didn't she? A. Well which contract did you refer to?

Q. Of August 27th, 1912? A. Well we talked it over, otherwise we would not have known.

Q. Will you answer that question again with yes or no? A. I am answering you the best I can.

Q. Well did she or didn't she tell you what kind of a house she would want built? A. I don't know just what she told me regarding the kind of a house. Perhaps there was a good deal of conversation regarding a house before we started to plan.

Q. Did you make any inquiries as to her financial worth? A. We did not.

Q. So when you came down to the point of entering into this contract with her you knew absolutely nothing of the property or resources that the Shaw estate had? A. After making the first plans for Duncan Avenue and in talking with Mrs. Shaw it appeared that she didn't have sufficient means to undertake a building of that size.

Q. What was that building to cost? A. That building would have cost about eighty-three thousand dollars.

Q. And you prepared the plans for that building without finding out how much she was worth or how much property she had, is that so? A. She told me that she owned property on Duncan Avenue. Mrs. Shaw told me that they owned property on Duncan Avenue which was covered by four houses, one of which she lived in herself, and she said that the houses were very much run down and she had thought it would be better to tear them down and build an apartment rather than go to the expense of making repairs.

Q. Well go on and answer my question. A. That is about all I knew about her finances at that time.

Q. And knowing just that you prepared plans for an eighty-three thousand dollar house, did you? A. Yes, we did.

Q. Where did you expect the money to come from? A. From Mrs. Shaw.

Q. How did you expect her to get it? A. We enter into deals without asking people where they are going to get the money,—that is especially in the preparing of plans.

Q. What did she tell you when you showed her the plans and told her the house would cost eighty three thousand dollars? A. Then she began to

talk about having some mortgages out, and having some mortgage on the property, and she told me that Mr. Green, who lived next door, would not want her to build an apartment there, and in that conversation she asked me if I would go and see Mr. Green.

Q. Did she say anything about the cost of the building being so large and she couldn't afford it? A. She did when she started to talk about her means.

Q. Then she told you that she couldn't afford to have that eighty-three thousand dollar building because she didn't have the money? A. Yes, sir, and afterwards we planned a three story building.

Q. She told you that after you had prepared the plans? A. Yes, sir.

Q. And you prepared the plans without making any inquiry as to her financial resources? A. We did.

Q. And you prepared the plans without consulting her with regard to the amount or knowing how much money they had? A. No, sir.

Q. But you said you prepared the plans without speaking of the cost? A. No, sir, we did speak to her about what kind of a building we would put up and about the size.

Q. Did she ask you what it would cost? A. I don't remember that she did.

Q. You can put up a different building if you are going to have one hundred thousand dollars than if you are going to have five thousand dollars? A. Yes, I should say it would be quite different.

Q. Is not the first inquiry you make when a person wants a building put up directed to the amount they want to pay for it? A. No, sir, not how much they want to pay for it, but what kind of a building they want.

Q. Is not something said about the cost? A. The conversation may vary; sometimes they may.

Q. Nothing was said in this case to Mrs. Shaw about how much this building was going to cost before you prepared the plans and showed them to her? A. No, sir.

Q. And you just assumed that she wanted an eighty-three thousand dollar building, didn't you? A. No, sir; we talked over about a five story building with elevators, and she also spoke of setting it back from the street, and we designed a building with twenty one apartments.

Q. You didn't tell her the approximate cost during the course of those conversations, did you? A. No, sir.

Q. Well then that contract with the Shaw estate was abandoned, was it not? A. The ground was sold.

Q. Well, the contract was abandoned, was it not? A. It depending upon what you term abandoned.

Q. (Mr. Lewis) Did you do anything under that contract or did you give it up? A. We didn't do anything further after the ground was sold.

Q. You gave up the contract, didn't you? A. Well we didn't do anything.

Q. Then you went ahead and made another contract? A. Yes.

Q. You made a contract in November, didn't you, with Mrs. Shaw? A. Yes; we did.

Q. And that contract of November provided for building a house costing $33,700, didn't it? A. I believe it did.

Q. And this house was to be on the Boulevard just below Highland Avenue on the same plot of land where the present apartment house stands? A. Yes, sir, it was.

Q. And after you signed this contract you did

nothing under it? A. I think immediately after that contract was signed it was decided to change to a four story building.

Q. And then you made a new contract? A. Yes, sir.

Q. And that new contract was signed on the 26th of February, 1913? A. Yes, sir.

Q. And then you had another contract besides these two—a contract for a $25,000 house? A. That was all we had.

Q. Were the plans and specifications of the present house prepared at the time you made the contract of February 26th, 1913? A. With the exception of details.

Q. What do you mean by details? A. Well, sometimes details were required to make people understand how much projection of mould there should be.

Q. These plans were prepared by whom? A. The main drawing was prepared by Charles E. Bridge.

Q. Who is he? A. An architect in New York.

Q. You had that in hand when you signed the contract on the 26th of February, 1913? A. Yes, sir; the general drawing.

Q. How much did the plans cost? A. I think we paid Mr. Bridge about nine hundred dollars. Then there was certain work after this that we did ourselves,—that is we had to make a second detail, and writing the specifications.

Q. And by this time Mrs. Shaw had told you about what money she had, did she not? A. Yes, sir.

Q. And she told you that she had five thousand dollars cash, didn't she? A. I don't know that she told me how much cash she had, but she told me about some cash and some mortgages.

Q. She told you that she had two mortgages of two thousand dollars a piece? A. Yes, sir.

Q. And you knew that she had this plot of land on the Boulevard and Highland Avenue? A. Yes, sir.

Q. And you knew that was all she had? A. No, I didn't know that was all she had, but that was my impression that was about all she had.

Q. Where did you get that impression from? A. I must have got that from Mrs. Shaw.

10 Q. From something she said? A. Yes; I didn't get it from looking at her.

Q. Then she told you, didn't she? A. She told me what?

Q. Told you that was all the money she had? A. I don't know that she told me that was all she had.

Q. But you remember getting that impression from something she said? A. Yes, sir.

20 Q. Then you commenced to work on the 18th of March, 1913, didn't you? A. Upon the construction of this building?

Q. Yes. A. I don't know the date now.

Q. You didn't commence work before you signed the contract, did you? A. Not on the actual construction, no.

Q. It was after you signed the contract? A. Yes, sir.

Q. The first thing you did was to excavate for the cellar and foundation? A. Yes, sir; I think

30 so.

Q. It is a four story brick building, is it not? A. Yes, sir; the basement.

Q. And almost square? A. No.

Q. What is the shape of the building? A. It is fifty feet front and about seventy feet deep.

Q. How thick are the side walls? A. Twelve inches.

Q. The four side walls? A. The lower stories; they are according to the requirements of the

40 Building Department of Jersey City.

Q. It is a four story wall? A. Yes, sir.

Q. Three sides are built of common brick? A. Yes, sir, the two sides and rear.

Q. And the front is built of what kind of brick? A. It is Fisk Golden Tapestry.

Q. What kind of a roof has it? A. It has a composition roof on the rear part and a tile roof in the front.

Q. Did you construct that building with your own laborers and mechanics, or did you let out sub-contracts? A. Well we let sub-contracts for certain portions of the work.

Q. What portion did you let out sub-contracts for? A. For the plumbing and heating and lighting and painting and roofing and excavation, and there may be a number of other small items that I can't think of now.

Q. Were those sub-contracts in writing or were they verbal? A. In writing.

Q. You have copies of them? A. We have.

Q. Will you produce them here? A. We will; I don't know whether we have them all here now, but we will produce them.

Q. And the other work you did by employing your own laborers and mechanics? A. Yes, other than what we sub-let.

Q. When did you finish the work? A. The building was finished around November 1st, 1913.

Q. And the tenants moved in it at that time, did they? A. There was two tenants moved in at the time,—all that was rented at the time.

Q. But the building was ready for tenants at that time? A. Yes, it was. At that time there were some items that were perhaps not finished.

Q. What items were they that were not finished? A. I don't know.

Q. Who does know? A. Part of it that was not done was the extra dressers that were put in the

kitchens, and which were put in in accordance with a letter from Mrs. Shaw.

Q. And what else? A. Off-hand I can't say.

Q. Is there anybody else in your employ who would know? A. No. The only way I could give you definite information concerning any items which were not completed then would be by looking up to see just what the men were doing after that day.

Q. When was the Beaumont Company organized? A. March 27th, 1912.

Q. And it is a stock corporation? A. Yes, sir.

Q. What is it capitalization? A. One hundred thousand dollars.

Q. You are the President of it? A. I am.

Q. And you have been the President since its organization? A. Yes, sir.

Q. You were its president at the time this contract was being performed? A. Yes, I was.

Q. You are a director of the corporation? A. I am.

Q. About the time the Beaumont Apartment house was finished you commenced to erect as contractor a building on the corner of Highland Avenue and the Boulevard for Mrs. Noe, did you not? A. We did.

Q. Did you have any other contracts at that time? A. I think we did; I believe we had one other job under way.

Q. Where was that? A. At West Orange,—the First National Bank.

MR. LEWIS: Objected to as not proper cross-examination.

Q. Now this book which is marked Journal is the book you call the Day Book, is it not? A. Yes, sir.

Q. Whose handwriting is in here? A. Mr. Rowan's.

Q. And Mr. Rowan is the bookkeeper of your company? A. Yes, he keeps our books.

Q. When was this book commenced? A. I don't think I could answer that question.

Q. These are the only books which your company keep? A. No.

Q. Do you keep a cash book? A. These are the only books in accordance with this agreement, which has this account in.

Q. Did you keep a cash book? A. I don't know; Mr. Rowan took care of the books. He can answer that later.

Q. Who is Stanley? A. He is an employee.

Q. What does he do? A. Well while he was with us he did different things; he worked on the job and he worked in the office,—in and out.

Q. How old was he at that time? A. Well, I don't believe I can answer that. I believe I do remember his writing me a letter applying for a position several years ago, and he was eighteen then. I don't inquire as to people's ages.

Q. What do you mean by several years ago? Was it before this contract was made? A. Yes, sir.

Q. Was he a mechanic? A. No, sir.

Q. Was he a stenographer? A. He did typewriting; that was one of the things he did.

Q. What else did he do? A. Why in connection with this work he went over to the Craig residence and stayed there and helped to tear down the building, and he sold various things in the building.

Q. Well after you tore the building down what did he do? A. He was out on the job part of the time and in the office part of the time.

Q. What did he do when he was on the job? A. He would do anything he could, or anything he was instructed to do by the foreman on the job.

I have seen him myself carrying molding and trim around and I have seen him cleaning brick.

Q. Did he run on errands? A. Yes, sir.

Q. And he did typewriting? A. Yes, he did typewriting.

Q. Did he keep the books? A. No, sir, not that I know of.

Q. How much did you pay him a week? A. Eighteen dollars a week, if I remember right.

Q. Who is W. H. R.? A. That is Mr. Rowan.

Q. And what capacity did he work in? A. Well he keeps the books of the company and orders material and makes out the checks in payment for it and get prices on material and makes up the payroll and does general office work and goes out on the job and checks up the material.

Q. (The Master) Is he also Secretary of the Company? A. Yes, sir, at the present time he is.

Q. Was he Secretary at the time this contract was made? A. No, sir, but he has been Secretary since March of this year.

Q. What was his title before he became secretary? A. Manager.

Q. Did he supervise the erection of this building under your directions? A. Supervise the erection of this building?

Q. Yes. A. No, he didn't do that.

Q. What were his wages a week? A. Thirty five dollars a week.

Q. Who is Plitz? A. He is a foreman carpenter.

Q. Did he work on this building? A. Yes, sir. While on the job he was foreman, and he would make details, if necessary.

Q. What were his wages a week? A. I think we used to pay him twenty five dollars and I think later we raised him to about thirty dollars.

Q. What work did you do, Mr. Beaumont, on

this building? A. Well I made the layout as we thought we would have the plans, and I supervised the work in general.

Q. Is that all? A. I don't know that that is all, but in general I supervised the work.

Q. You didn't do any of the labor? A. Some days I did that,—not for all day but for half an hour or fifteen minutes.

Q. Did you do any brick laying? A. No, sir.

Q. Did you do any carpenter work? A. I don't know that I did.

Q. Did you do any painting? A. No, sir.

Q. Did you do any plumbing work? A. The plumbing was sub-let. I would go there and direct and in many cases I acted as the foreman on the job.

Q. It was your work and you supervised the work there? A. Yes, sir.

Q. In other words you were the boss? A. Yes, sir.

Q. I see by this time sheet that on April 3rd 1912, you called on Mrs. Shaw and you spent three quarters of a day there; now what was the purpose of that call? A. That call was in connection with the plans for Duncan Avenue and the proposed apartment house contemplated on Duncan Avenue.

Q. On May 6th, you spent half a day at the plans; by that do you mean that you spent half a day examining the plans? A. No, making layouts on the plans we have submitted here in evidence.

Q. Now you start these charges on your day book April 3rd, 1912; that was just about the time you got acquainted with Mrs. Shaw, was it not? A. I believe I told you I got acquainted with Mrs. Shaw in perhaps the early part of 1911.

Q. You started your charges before she had

made any agreement to pay you for them, didn't you? A. We started our charges in accordance with a verbal agreement with Mrs. Shaw, in which we were to design a building and build it for cost and ten per cent.

Q. And you have included the cost of negotiating for that contract in here? A. No, sir, we have not.

Q. None of this includes the time you spent in negotiating the contract? A. No, sir; it does not.

Q. Or telephone calls that you spent in negotiating the contract? A. No, sir; it does not.

Q. You purchased chisels and hammers and ladders and saw horses and such things, did you not? A. Yes, sir.

Q. And you charged them to Mrs. Shaw? A. We did.

Q. But you forgot to give her credit for them at the end of the contract, didn't you? A. No, sir; we did not; we gave her credit for them.

Q. What did you do with them? A. Some of them are there now in the lot and some were taken away to other work.

Q. Your company as a building company started in to construct this building without the tools of its trade, didn't they? A. In a ten per cent. job we buy on the job any tools we may require on that job, and if we have tools on another job that we have finished up we send them to the new job and charge them to that job; everything that goes on the job is charged to the job.

Q. Well you hired carpenters, didn't you? A. Yes, sir.

Q. Well they had their tools did they? A. Yes, sir, certain tools.

Q. And you hired bricklayers and they had their tools? A. Yes, sir. The sub-contractors furnish their own tools.

Q. These tools were tools your company uses? A. No, tools that the men that were working on this job used.

Q. The men who were employees of your Company? A. Yes, sir.

Q. What do you mean by "Job Expense"? A. Well, I don't know; Mr. Rowan could perhaps answer that better than I. That was little things that we spent on the job, as I understand it.

Q. One of the things you next did after you signed the contract and started the work was to install a telephone on the job? A. It may have been installed before; I don't know just what time it was installed.

Q. Before you started the contract? A. Yes, sir; it may have been.

Q. Where was that telephone kept? A. It was kept in part of the old Craig residence.

Q. What was the purpose of having a telephone there? A. To call up sub-contractors and order material and various things. We install a telephone on every job we have for the convenience of the job.

Q. It is part of the job, is it? A. Yes, sir.

Q. And it is just as much a part of the job as the carpenter and bricklayer that work on it, is it not? A. Yes, sir.

Q. Did you sign a contract with the telephone company when you put it in there? A. Yes, sir; I think we did.

Q. What was the rate per month? A. I don't remember the rate.

Q. Have you got a copy of the contract? A. Yes, I think we have.

Q. Will you produce it? A. Yes, if we have it.

Q. On various days you spent money for carfare and you bought a book of tube tickets;

where did you travel to? A. Well, I looked at a number of plots for apartment houses and I went to different banks.

Q. Well, after you signed the contract? A. Yes sir, after we signed the contract.

Q. You didn't look at plots after you signed the contract, did you? A. I went to banks and to individuals to get loans and I visited the job and Mrs. Shaw from time to time.

Q. Did you go to see material men? A. No, I don't remember of going to see material men.

Q. Your principal office was in New York? A. Yes, sir.

Q. How often did you come over to the job? A. I don't know how often; perhaps on an everage of a couple of times a week and may be more; sometimes more and sometimes less.

Q. And every time you came over from New York you spent money for carfare, didn't you? A. Yes, sir.

A. Yes, sir.

Q. And all of the traveling around to the banks and one thing and another was in connection with this work, was it? A. Yes, sir.

Q. It was necessary for you to do that in order to prosecute this work to a conclusion, was it not? A. Yes, sir.

Q. On the ninth of January, 1913, which is almost two months before you signed the contract, you have charged an item of fifty dollars for liability insurance; what kind of insurance was that? A. It was insurance, perhaps, on the wrecking of the Craig residence, but I would not say positively that was what it was.

Q. Insurance of your employees? A. Yes, sir; I think it was.

Q. Well, do you know; have you any way of finding out what it was for? A. Yes, sir.

Q. Have you that policy? A. Yes, I think we have; if we have it we will produce it.

Q. I see you have spent small sums for two cents postage stamps; what were those postage stamps for? A. We must have used them to send letters.

Q. What letters did you use them to send? A. It would be hard for me to answer that question now.

Q. Was it in connection with this work? A. It was.

Q. On the 18th of January, 1913, Stanley & Plitz spent $2.14 for car fare; where did they go, if you know? A. I don't know.

Q. Who does know? A. I think that Mr. Rowan would know what that covers.

Q. You bought an oil heater for the job and paid eight dollars for it in January, 1913; what happened to that oil heater? A. I don't know.

Q. Who does know? A. Mr. Rowan could perhaps tell you.

Q. You know that you forgot to give us credit for that oil heater, don't you? A. No, sir; I do not, because we gave you credit for all stuff left over and the oil heater was, no doubt, in that lot.

Q. In February, 1913, there is a charge for the purchase of a typewritter ribbon used in writing the specifications; where was that typewriter ribbon used? A. In our office.

Q. You charge us for stationery that was bought; where was that used? A. Either in the office or on the job—both places.

(Further cross examination of this witness deferred for the present.)

RECESS.

WILLIAM H. ROWAN, a witness on behalf of the defendants, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Rowan, what is your position in connection with the G. B. Beaumont Company? A. Secretary.

Q. How long have you been with that company? A. I think it is May 6th, 1912.

Q. In what position at first? A. I have had the title of manager of the office.

Q. Who kept the books? A. I did.

Q. From the time you first went there up until what time? A. Up until the present time.

Q. And you are General Manager now in the office? A. Yes, sir.

Q. There have been produced here a day book and a ledger Exhibits D-23 and D-24; are you familiar with those books? A. Yes, sir.

Q. Kept by whom? A. Myself.

Q. All the entries in them made by you? A. Yes, sir.

Q. Have they other accounts in them besides the accounts between the Beaumont Company and Mrs. Shaw? A. No, sir.

Q. They are confined to the transactions between the Company and Mrs. Shaw? A. Yes, sir.

Q. Is the day book your book of original entry? A. Yes, sir.

Q. Have you any other books of account except the day book and the ledger, which have been presented here in evidence, connected with the transactions between the Beaumont Company and Mrs. Shaw? A. No, sir.

Q. An itemized statement of account is annexed to the cross bill filed by the Beaumont Com-

pany in this action; have you seen that cross bill and the itemized statement annexed to it? A. Yes, sir.

Q. Were those items taken from your books of account? A. Yes, sir.

Q. And within the time they embrace do they contain all the items? A. I believe they do.

Q. I show you now Exhibit D-6 for Identification which is an itemized account; is that the same as the itemized account annexed to the cross bill? A. I believe it is, together with the addenda at the end of it bringing it up to date.

Q. Is that addenda annexed to it taken from the books? A. Yes, sir.

Q. And correctly taken so far as you know and believe? A. Yes, sir.

Q. When were your entries made in your day book with respect to the matters they refer to? A. Well, most of them were made on the day they show there. Of course, I had other duties to perform in the office in addition to the bookkeeping and I may have had certain bills and memorandum for two or three or four days before I had a chance to make the day book entries.

Q. Has the day book been copied from any other book? A. No, sir.

Q. Are you familiar with the transactions in reference to the construction of the Beaumont Apartment house? A. I am familiar with some of it. I don't know that I am familiar with all of it.

Q. Have you seen the contract? A. Yes, sir.

Q. Are you familiar with the contract? A. More or less.

Q. Did you see at the time of it the different plans that have been presented here in respect to the building of an apartment house at either

Duncan Avenue or on the Boulevard? A. Yes, sir.

Q. Have you had more or less charge and custody of those plans as manager of the office? A. Well, as I handle everything in the office.

Q. You have charge of everything in the office? A. Yes, sir.

Q. Including these plans? A. Yes, sir.

Q. How do you charge up the time in making out your time sheets and your payrolls; how do you get up your time sheet? A. The time sheet is sent to the office and from it I make up the payroll.

Q. Who makes up the time sheets? A. They are made up on the job.

Q. Who makes up the payroll? A. I do.

Q. Under what contract was the apartment house called the Beaumont Apartment house built? A. As far as I know all the contracts connected one with the other that was written. It would be hard for me to say that it was built under a final contract, as I believe they were all interlocked, one following the other.

MR. DECKER: I ask that that be stricken out.

Q. Do you mean by that that all the different contracts led up to the building of the Beaumont Apartment house? A. Yes, I do believe that.

Q. And which was the contract under which it was actually built? A. I believe the date of it is February 26th, 1913.

Q. I show you Exhibit D-18, and ask you if that is the contract under which the building was constructed? A. Yes, that was the final contract; that was the last contract we had.

Q. Was anything done under contract dated August 27, 1912, other than the making of plans,

or in connection with which plans were made? A. From my record it would show that Mr. Beaumont had certain time on there which shows in my charges in the book, and car fare and whatever other charges appear under there up to a certain date, which I assume would be under that contract.

Q. Was the building constructed under that contract? A. No, sir.

Q. Liability insurance has been spoken of by the former witness; what liability insurance did you have appertaining to the transactions with Mrs. Shaw in reference to the construction of this building? A. The first policies that I recollect were taken out in connection with the wrecking of the Craig residence, on which we had an employees' liability policy and a public liability policy.

Q. On the apartment house was an employees liability and a public liability and a contingent liability? A. Yes, sir.

By the Master:

Q. What is a contingent liability? A. Why work done by others for which we may be responsible for some accident which may occur to their men they have working there.

Q. A question was asked the former witness on cross examination respecting Stanley and Pritz's car fare and he was asked where these persons went to; can you explain that charge and where they went? A. Well, to my best recollection the car fare covered their coming over to the job in the morning and their return at night, and of course any errands that they went on in Jersey City and back and forth from the office in connection with the work during the time for which they cover.

Q. In that account would you charge against the work or against Mrs. Shaw car fare for any other purpose than that? A. None but what it was used in connection with the work.

Q. An oil heater has been spoken of; was an oil heater charged for? A. I believe it was.

Q. Where was that used and in what connection with this transaction? A. I believe it was——

MR. DECKER: I object to the witness guessing.

Q. I am asking you what you know, not what you think. A. My answers are to the best of my recollection; I think that I have used that term more than "think".

Q. Do you know when or about when after the preparation of the plans and getting ready to build the Beaumont Apartment house the actual work or construction on the ground commenced? A. Either March or April, 1913.

Q. When was the oil heater used? A. It was used in connection with the wrecking of the Craig residence and afterwards was in the office on the job. When I say the job I mean the building of the Beaumont Apartment house.

Q. What became of that oil heater? A. I don't know. It may have been sold with other material, or it may still be on the job.

Q. What do you mean, up on the property? A. At the apartment house.

Q. Can you tell me from your books of account and from such knowledge as you have respecting the construction of the Beaumont Apartment house what it cost? A. I can't tell you exactly.

Q. Well can you tell me about? A. About $41,500.

Q. Can you figure out the total cost from your books of account? A. Yes, sir.

Q. Will you do that and let us know at a future sitting? A. I will.

Q. Can you tell us now what the total cost is of renting the property, furnishing it so far as it has been furnished for renting and maintaining it as a rented property since the completion of the Beaumont Apartment house, to wit, since November 1st, 1914? A. I can't.

Q. Can you figure that out from your books of account? A. I can.

Q. Will you do that please and let us know, if convenient, at the next sitting? A. Well, if possible at the next sitting, but it is according to when that will be. It is quite a job going through that entire account.

Q. Can you tell us at this sitting what the total cost charged up against Mrs. Shaw is respecting the building of an apartment house prior to the construction of the Beaumont Apartment house? A. I can't.

Q. Can you figure that out and let us know from your books of account? A. I can.

Q. Will you please do so? A. I will.

Q. Have you kept an account of the rent moneys which have been deposited in bank in Jersey City to the joint account of Mrs. Shaw and the Beaumont Company? A. Yes, sir.

Q. What is the balance on deposit there now to that account? A. Somewheres about seven or eight hundred dollars.

Q. Have you your bank book with you? A Yes, sir.

Q. Just refer to it please and tell us what is there if that will show? A. The balance given by the bank is $784.22.

Q. At the present time? A. Yes, sir. Of course in connection with that, Mr. Lewis, there have been some items that may not have gone through the bank at the time that balance was given.

Q. You mean some checks out? A. Yes, some disbursements that may not have gone through, so that is not the actual balance in the bank, but that is the balance given by the bank.

BY THE MASTER:

Q. You mean there are some outstanding checks? A. Yes, sir; if I was given time I could tell you just exactly what was there.

Q. Then your answer is made from the bank balance of last month, is that it? A. When we made this deposit———

Q. When was that deposit? A. When we made this deposit on October 20th, we asked that the balance was in the bank and they said it was $1.44, and plus a deposit we made at that time made a total of $784.22, and in the month of October there were certain disbursements that must come out of this balance.

BY MR. DECKER:

Q. Didn't you make a deposit in September? A. No, sir; there was no deposit made in September—the total was deposited in October.

Q. Do you know of the mortgages which were obtained on this property by the Beaumont Company in connection with the construction of the Beaumont Apartment? A. Yes, sir, I do.

Q. What was the amount of the first mortgage? A. Fifteen thousand dollars.

Q. When was that obtained? A. I don't recollect without I refer to the account.

Q. Was it while the Beaumont Apartment was in progress of construction? A. Yes, sir.

THE MASTER:

Q. It shows on the account what the date was? A. Yes, sir. I said I didn't recollect without I referred to the account.

Q. What disposition was made of that fifteen thousand dollars that was borrowed on that mortgage? A. Paid out in connection with the work on the apartment—the building of the apartment.

Q. Any of it paid on encumbrances on the property? A. No, sir; not that I know of.

Q. What other mortgages were obtained? A. A mortgage of twenty thousand dollars from the Provident Institution for Savings.

Q. What was done with the proceeds of that mortgage? A. The mortgage of the Title Guarantee & Trust Company was paid off.

Q. That is the mortgage of fifteen thousand dollars? A. Yes, sir; the fifteen thousand dollar mortgage and interest and the cost in connection with getting the loan, and the balance was paid in connection with the work of the building of the apartment.

Q. What other mortgage was obtained, if any? A. Another mortgage of thirty thousand dollars from the Trust Company of New Jersey.

Q. What was done with the proceeds of that mortgage? A. The mortgage of the Provident Institution for Savings was paid off together with interest.

Q. That is the twenty thousand dollar mortgage? A. Yes, sir; and the charges of getting the loan from the Trust Company of New Jersey, and the balance went to the credit of the Shaw account.

Q. And these mortgage loans of twenty thousand and thirty thousand dollars, were they obtained during the construction of the building or afterwards? A. Afterwards.

Q. When were the sales of portions of the real estate which was conveyed by the Craigs to Mrs. Shaw made? A. The sale to Mr. Hughes, I believe, was made in December, 1913.

Q. At what price? A. Thirty-five hundred dollars, the sale of the plot to Mrs. Noe was made to my best recollection in February, 1914.

Q. At what price? A. At ninety-six hundred dollars.

Q. Do those credits show in your account? A. Yes, sir.

Q. What was done with the proceeds of those sales? A. A part, two thousand dollars, of the original fifteen thousand dollar mortgage on the Craig property was paid up out of the proceeds of the Hughes lot of thirty-five hundred dollars; and seven thousand dollars of the original fifteen thousand dollar mortgage was paid with the proceeds of the plot that was sold to Mrs. Noe, with the interest on this amount to the date of paying it.

Q. What was done with the balance of the purchase money? A. Credited to the Shaw account.

Q. What was the balance then remaining on the Craig fifteen thousand dollar mortgage? A. Six thousand dollars.

Q. Still on the property? A. Yes, sir; on the vacant plot adjoining the apartment.

Q. On the vacant lots which remained unsold? A. Yes, sir.

Q. And what mortgage encumbrance is on the Beaumont Apartment house? A. Thirty thousand dollars.

Q. That is the last mortgage loan that was obtained? A. Yes, sir.

Q. Has the Beaumont Company paid taxes and water rents on any portion of the Shaw property on the Boulevard? A. Yes, sir.

Q. Have they paid interest on the mortgages at different times? A. Yes, sir.

Q. Are all of those payments charged up? A. Yes, sir.

Q. And shown on the bill of items which has been presented here? A. Yes, sir; they are.

Q. At the time of the completion of the Beaumont Apartment house, November 1st, 1914, what was the amount of the claim made by the Beaumont Company against Mrs. Shaw for the cost of construction, including the ten percent? A. Why, I don't know.

Q. Can you figure that out from your account? A. I can.

Q. Will you do so? A. Yes, sir.

Q. Who made up the payrolls on this work? A. I did.

Q. These checks which have been presented here, by whom were they drawn? A. The greater part of them were drawn by me.

By the Master:

Q. That is you mean you signed the Company's name? A. No, sir; they were drawn by me and signed by Mr. Beaumont.

Q. By whom were the others drawn, if any, which were not drawn by you? A. Stanley, I believe, drew them while I was away on my vacation or any time I might be absent from the office.

Q. Who was Stanley? A. He was an office man we had there.

Q. Do these checks in many instances tell what they were for, as well as the amount and the payee? A. Yes, sir.

Q. Will you present at a future sitting such receipts as you may find in connection with the construction of the Beaumont Apartment house? A. Yes, sir.

Q. And the renting and maintaining of it as a rented property since by the Beaumont Company? A. Yes, sir; I will.

CROSS EXAMINATION BY MR. DECKER:

Q. You made each entry in this book called the day book each day as you went along, did you not? A. Yes, sir.

Q. And from this book you posted the various items to your ledger account, did you? A. Yes, sir.

Q. In what way did you get the information which you have in this book called the day book? A. Either from the bills or slips of time—slips that were handed to me, or memorandum of charges which appear in there.

Q. For instance, on page 3 there is an item of $1.07 marked "G. B., car fare"; in what way was that information conveyed to you? A. Why he gave that to me—the information.

Q. Did he make up a card or a memorandum? A. In some cases he did. I don't know about that particular item.

Q. In what cases did he make up a memorandum? A. Why any clips that I may have, but in some cases he came in and told me he had been to see so and so and I made a memorandum of it and paid him the cash and made the entry in the book.

Q. Would you retain the slips of paper? A. Not necessarily.

Q. Do you keep your cash account in this book? A. Yes, sir.

Q. You have no cash book? A. No, sir.

Q. In what way did you get the money that you used for your payrolls from the bank; did you draw a check for it? A. Yes, sir.

Q. Have you those checks? A. Well, for instance, I would draw a check on Friday for the money that I wanted to use for this payroll or

any other jobs we may be working on at the time. I didn't draw separate checks for the payroll on this job.

Q. What else did you have to pay during this time outside of the labor on this particular job? A. Why, the office payroll, and the job at West Orange, I believe, was going on at the same time.

Q. Who did you pay in your office? A. We paid Mr. Beaumont on account of his salary account.

Q. Did you pay Mr. Beaumont at the rate of $19.20 a day? A. Yes, sir. I may not have paid him but I credited it up to his account.

Q. Did he draw any other salary besides that? A. Other than I credited up to him?

Q. Yes. A. No, sir.

Q. Did you pay Stanley at your office? A. Either at the office or at the job, wherever he may have been.

Q. And you paid yourself? A. Yes, sir.

Q. You kept no cash book at all? A. No, sir.

Q. What were your services in connection with this building of the Beaumont Apartment house—state just exactly what you did? A. I got bids from sub-contractors—that is estimates.

Q. How did you get them? A. Either by writing or telephone and nearly all instances would have them make up a figure and I, of course, would interview them regarding their ability to do the work and what work they had done which would fit them to do this.

Q. What else did you do? A. I kept the books and I made up the payrolls and checked time slips and ordered material and checked material, and I helped to draw up these sub-contracts, or in other words to check up and see whether the

sub-contract covered fully the particular part of the work covered in the specifications, but of course I was not connected with the supervision of that particular end of it after I had made the proper check, and I drew all checks in payment of bills, and I took care of everything in the office—the records and plans and otherwise in the office, and there may be other things that I don't just recollect now.

Q. You did no actual construction work on the building? A. I knew of it; yes, sir.

Q. But I asked you if you did it? A. Did I do any actual construction on the job?

Q. Yes. A. No, sir; I did not.

Q. Did you have a foreman at the building? A. Yes, sir.

Q. And was that Plitz? A. Yes, I believe he was the foreman in charge.

Q. He had charge of the work on the building, did he not? A. As foreman; yes, sir.

Q. And he had absolute charge in the absence of Mr. Beaumont, did he not? A. Yes, sir.

Q. Turning to page 177 of this book, which is the day book, in May, 1914, you have a number of items entered here, and on May 31st you have an entry, "Ten per cent. of expenditures, in accordance with agreement, $39.82"; will you tell me how you calculated that $39.82? A. As far as I know I totalled up the expenditures for the month and figured ten per cent. of it.

Q. Will you total them up now and figure ten per cent. on it? A. Yes, I will. (Witness does so.)

Q. You calculate the expenditures of that month at $398.18? A. Yes, sir.

Q. Upon what do you base your charge of ten per cent. of the expenditures; what did that com-

pensate you for? A. Why I was instructed to charge ten per cent. on all expenditures in accordance with the contract.

Q. By whom? A. By Mr. Beaumont.

Q. And is that in accordance with the contract? A. I think it is.

Q. Which contract do you mean—the contract for the erection of the building? A. Yes, sir.

Q. Does the contract provide that the rent shall be collected and ten per cent. of the expenditures shall be charged? A. No, I believe there was a letter covering the rent and the furnishing of the apartment.

Q. Did you charge ten per cent. on the rent due from Mrs. Shaw of seventy dollars a month? A. Yes, sir.

Q. That was not actually paid at all, was it? A. There was a charge, but it was not actually paid.

Q. Did you charge that on the interest that accrued every month? A. It was included in the balance due.

Q. You didn't charge ten per cent. of the interest? A. No, sir.

Q. I show you Exhibit D-21, which is a letter from Mrs. Shaw to the Beaumont Company, dated June 24th, 1913: where does that authorize you to charge ten per cent. for expenditures? A. In that part which says, "such cost as may be incurred in connection therewith to be added to the contract allowance."

Q. That means the cost of operating the building? A. It refers to whatever this letter covers.

Q. It covers the cost of operating the building? A. No, it says furnishing and running.

Q. Furnishing and running the building. The running of the building means money expended

for janitor's wages and for coal and gas and electric light and such things? A. Yes, sir.

Q. During June, 1914, you paid Mrs. Shaw two hundred dollars in cash, in two items of one hundred dollars each; you have collected ten per cent. on that, have you not? A. Yes, we have.

Q. Is that cost of running the building? A. It is an expense in connection with it.

Q. You have charged ten per cent. on all the moneys you disbursed have you not? A. Yes, sir.

Q. When you got a mortgage from the Provident Institution for Savings and paid off the fifteen thousand dollar mortgage to the Title Company did you charge ten per cent. on the money you paid to the Title Company? A. No, sir.

Q. Why not? A. Because that was the principal and we didn't consider that a disbursement in the way of cost.

Q. That was while the work was progressing, was it not? A. The taking of the fifteen thousand dollar mortgage?

Q. Yes. A. No, it was afterwards.

Q. That was in December, 1913? A. Yes; I believe it was.

Q. And when you paid off the Provident Institution for Savings mortgage with the mortgage to the Trust Company of New Jersey you didn't charge ten per cent. of that, did you? A. No, sir.

Q. All of that occurred before Mrs. Shaw had a dispute with the Beaumont Company, didn't it? A. Yes, it did.

Q. You didn't start these ten per cent. charges on all items until trouble came in the sky, did you? A. Yes, we did—all items that I consider coming under that as I was instructed by Mr. Beaumont.

Q. Now, these payrolls, did you make these payrolls up as you went along every week? A. Yes, I did.

Q. I mean these pay sheets here? A. Yes, I did.

Q. Why is it that some of them are signed and some of them are not signed by the workmen? A. Well, for a certain period there we tried to have the men sign the payrolls, but they came back to me in such a condition that I didn't feel like handling them; to tell you the truth, they were filthy. Then we tried having time slips made up with little stubs attached to them for the men to sign, and that will account for certain payrolls being signed there and then coming to a stop, and you will find that these time slips cover for that time on.

Q. What did you do with those payrolls that came back to you in such a filthy condition? A. You have them there.

Q. Do you call these payrolls filthy? A. I didn't want to handle them after they had been out on the job and everybody else handled them, particularly the laborers.

By the Master:

Q. The ten per cent. was charged on the building in one bulk, was it not, November 30th, 1914? A. That was on all that was paid to that date?

Q. After that it was made monthly? A. Yes, sir.

Q. Then you calculated interest on every month, didn't you? A. Yes, sir; we did.

Q. And you compounded the interest at the end of every month, didn't you? A. We charged the interest on the balance there each month.

Q. After you had calculated your ten per cent. in the first instance and carried it for one month as the amount due the Beaumont Company, you

New Jersey State Library

then calculated a month's interest on it, did you not? A. Yes, I did.

Q. And then the total of ten per cent. together with the total of one month's interest was carried for another month? A. Yes, sir.

Q. And at the end of that month the total of ten per cent. and the total of interest for one month was added together and a month's interest on the total amount was charged up, was it not? A. I don't believe you will find it so.

Q. Well, what did you do with each month's interest as you calculated it? A. I don't recollect now whether that was included in the total amount due at that time or not.

Q. Whether what—do you mean the interest? A. Yes, sir.

Q. How came you to give Mrs. Shaw credit of seventy dollars every month on account of her rent, without receiving the money from her? A. Why, I charged it.

Q. Why didn't you collect the money from her the way you collected it from everybody else? A. I was told to charge it up to her account and credit as her rental received.

Q. Who told you that? A. Mr. Beaumont.

Q. Do you know that you have in your account charged against Mrs. Shaw $862.31 interest on these monthly balances? A. I believe that is the amount there, but you will find a credit made at a later date bringing it down to another amount—a less amount.

Q. I am speaking of interest now. A. Yes, I am speaking of interest too.

Q. What does that credit show? A. I went over the interest charges and refigured. I found that in some cases where a charge had been made after the bill came in that that actually had not been paid probably until the month following that, so

we took that out of the balance due that month and refigured the interest, and that is where the credit came which is shown on the supplemental sheet.

Q. Which supplemental sheet—the one which you brought in here last week? A. I believe it is on there—on one of them.

Q. Will you find it and point it out to me? A. Yes, sir. (Witness examines papers.) Here it is.

Q. Just read that item? A. (Witness reading from Exhibit D-6.) "Correction in amount charged for interest $86.57."

Q. What does that mean—that you over-charged us $87.57 for interest in your first account? A. Yes, it was an error in computing the interest.

Q. And then the first account that you rendered to us had that error in it, did it? A. Yes, it did.

Q. And it has been since the commencement of the suit and last Thursday that you brought this new sheet with this credit in; is that correct? A. Yes, sir.

Q. Did you say that the total cost of the building was between forty one and forty two thousand dollars? A. I believe I did say that.

Q. Is that accurate? A. Well as accurate as it can be until I have calculated that.

Q. As accurate as you can recall now? A. Yes, sir.

Q. Exhibit D-28, fifty-nine sheets containing payrolls, is part of a loose sheet ledger or loose leaf account book, is it not? A. No, it is not.

Q. You never kept this under any cover? A. No, sir.

Q. You kept them separate? A. Yes, just as you see it there, added each week. They are sheets which would go in a loose leaf ledger.

Q. What was the reason for keeping the payroll of Mr. Beaumont separate from the payroll

of the other workmen on the job? A. Well these payrolls were made up from time slips that I received from the job. I would not know what time Mr. Beaumont put on the job, and so I had no time slip from the job for his time, and so he didn't appear on the job payroll.

Q. Did he make up a time slip? A. No, sir, he did not.

Q. He never made up a time slip? A. No, sir.

Q. How would you know what amount to charge up on the payroll coming to him? A. Why ask him daily.

Q. And did he tell you? A. If I didn't know where he had spent his time I would ask him and he would tell me.

Q. And if you did know where he was you wouldn't ask him? A. If I knew he went there I would know what time he returned to the office.

Q. Were you always in the office when he returned? A. I was most always.

Q. Always in the office when he went out? A. Yes, sir.

Q. Was this payroll of Mr. Beaumont's made up from day to day? A. From time to time, it may not have been put down every day, a day or two may have passed before I had a chance to write that up from the memorandum I had made, but it was no longer than that.

Q. No more than two or three days? A. I should not say so.

Q. Did you make a memorandum of it in the mean time? A. Yes, sir, I did.

Q. You always made a memorandum when you didn't enter it in here? A. Yes, sir.

Q. And when there was any doubt in your mind about anything you asked Mr. Beaumont? A. Yes, sir, always.

Q. On March 27th, 1913, this payroll shows that he spent half a day at job No. 54, what does that mean? A. Why I designate by numbers the wrecking of the Craig residence and the building of the Beaumont, and I have given the wrecking of the Craig residence 54 and the building of the Beaumont 53. That 54 must have been in connection with the work of wrecking the Craig residence.

Q. Well, what did he do? A. I don't know.

Q. Then at the end of every week you would total up the amount that was coming to him and pay it? A. Credit his account.

Q. What account did you call that? A. His salary account—the only account he had.

Q. Where did you keep that account? A. Why I kept it the same as I would keep the job account there—a separate few sheets that I would keep his account on.

Q. Have you got those sheets now? A. Here?

Q. Yes. A. No, sir.

Q. Have you got them in your office? A. Yes, I believe they are there.

Q. They are a part of the books of account of this job, are they not? A. No, sir.

Q. They are not? A. No, sir.

Q. Where is your office in New York? A. 286 Fifth Avenue.

Q. That is a regular office building? A. Yes, it is.

Q Did you charge up any of the rent of that office against this job? A. I did not.

Q. How many people did you have employed in the office besides yourself and Mr. Beaumont? A. There was a different number at different times.

Q. Well, while this contract was being carried out? A. Why at times there were three and sometimes two.

Q. Who were they? A. Plitz and Stanley at different times were in the office.

Q. Who else besides Plitz and Stanley? A. That is all that I can remember.

O. Plitz and Stanley were in the office during the time that this contract was being carried out, were they? A. Part of the time, yes.

Q. According to your payroll they were on the job? A. Not during the entire time; whatever the payroll shows is where they were.

Q. Then your payroll shows when they were in the office and when they were on the job? A. I don't know whether it actually shows that or not.

Q. How would you come to charge the amount of their time on this job while they were in the office? A. By the actual time they were on the work in connection with the job.

Q. Did they keep time slips? A. No, sir, I kept their time while they were in the office.

Q. They worked in other jobs while they were there in the office, didn't they? A. They may have.

Q. You worked on other jobs while this contract was going on? A. Yes, sir.

Q. And so did Mr. Beaumont? A. I believe he did.

Q. Where are Plitz and Stanley's time slips? A. Well I said slips; I kept the time for Stanley and Plitz while they were in the office, and I don't believe I made out any time slips for them.

Q. You didn't write them out but just carried it in your head? A. I made a memorandum until the end of the week when the other payroll was made up.

Q. And then you destroyed that memorandum? A. Yes, sir; I had no further use for it.

Q. And you destroyed the memorandum for

Mr. Beaumont's time which you kept? A. Yes, sir, I believe I did.

Q. You didn't have to make up time slips for your own time, did you? A. Well, I knew pretty well what I was doing.

Q You said that the Beaumont Company paid taxes on this property; they did pay taxes, didn't they? A. Yes, sir.

Q. But they didn't pay taxes for 1914, did they? A. Not unless they are shown on that accounting.

Q. Nor have they paid the interest for the last year on the Trust Company of New Jersey mortgage? A. Only what is shown in the accounting.

Q. Nor have they paid interest on the Title Guarantee mortgage for the last year? A. I don't know, except what is shown on the accounting.

Q. Well how came you to say they had paid it? A. I said there was interest and taxes paid and there have been.

Q. Since the building has been finished and rented the Beaumont Company has managed the building, has it not? A. Yes, sir, they have.

Q. And collected the rents and paid the running expenses, janitor's wages and so forth? A. Yes, sir, it has.

Q. Have you had charge of that? A. Of the keeping of the record of it?

Q. Yes. A. Yes, I have.

Q. And have you had charge of paying the bills and the collection of the money? A. Yes, sir.

Q. How many tenants were there in the building? A. When?

Q. Since it has been finished and rented? A. Why there has been two.

Q. The building has been fully occupied up

until the last month or so, has it not? A. Yes, it has.

Q. Seven families? A. Eight families.

Q. Does that include Mrs. Shaw's apartment? A. It does.

Q. So that you had seven apartments you were collecting the rent from? A. Yes, sir.

Q. How did you collect the rent; did you have to go over for it or was it mailed to you by way of check? A. I had to go over for part of it and others were mailed in.

Q. How long did that take you? A. It is according to how long I had to wait, and how much they had to say to me.

Q. They usually had plenty to say to you, didn't they? A. Yes, there was always lots of things to talk about it seems.

Q. It didn't take you more than a day, did it? A. Why with few instances, no, it didn't.

Q. And you never had more than half a dozen bills to pay, did you, every month? A. Oh, yes.

Q. Well what? A. The accounting shows there a considerable number of expenditures made some months.

Q. You paid the janitor's wages? A. Yes, sir.

Q. And you paid for gas and electric light? A. Yes, sir.

Q. And coal? A. Yes, sir.

Q. And what else? A. Why, different furnishings.

Q. Well you only bought the furnishings once? A. Oh, no.

Q. How often did you buy furnishings? A. I don't recollect; it shows on the accounting there. Different things were bought at different times after the initial furnishing.

Q. How long did it take you to pay the bills? You mailed checks, didn't you? A. Yes, sir.

Q. Did you make any repairs to the house after you furnished it? A. I think there was some painting done and some redecorating.

Q. Where was the painting and redecorating done? A. I believe on the outside sills or something. I don't just recollect.

Q. Did you make any other repairs besides that? A. Not that I can recollect now.

Q. What did these men do over at the house that your payroll shows worked there day in and day out after the house was finished? A. When was the house finished?

Q. Don't you know? A. From what day do you want to take that from?

Q. You said the house was finished November 1st, 1913? A. I don't recollect saying so.

Q. It was not? A. I don't say it was not.

Q. Do you know when it was finished? A. I should say it was about November 1st, but there was little things still to do there, and you will not find anything charged there except carpenter to finish odds and ends.

Q. But they were up there in April, 1914? A. Will you let me refer to the payrolls? I don't just remember.

Q. Will your time slips show just what they were doing? A. Yes, I believe so.

MR. DECKER: That is all, with this qualification, that when we go on with Mr. Beaumont, if he should answer the questions that he doesn't know but Mr. Rowan knows, I think I should be entitled to have Mr. Rowan come back.

MR LEWIS: We will have him come back.

RE-DIRECT BY MR. LEWIS:

Q. You were asked on cross examination if all the taxes and interest on mortgage encumbrances had been paid, and your answer was no. I now ask you why have not all the taxes and accrued interest on mortgages been paid? A. Why there was not sufficient money in that account, or there was not any money in that account to pay them with.

Q. Has not that been the condition of this whole transaction from the time the building was completed until the present time why the thing has not been settled up—has not that been the condition—the lack of money to do it? A. Yes, sir.

Q. And the inability to sell any part of the property without the assent of Mrs. Shaw? A. Yes, sir.

RE-CROSS BY MR. DECKER:

Q. Now you said you didn't have the money to pay the taxes and the interest when they came due, did you not? A. Yes, sir.

Q. Was that the reason you didn't pay it? A. I said there was not enough to the credit of that account to pay that.

Q. What did you do with the money that had gone in the account? A. We paid the bills in connection with the work.

Q. And you paid the Beaumont Company too, did you not? A. To the extent that the money would do it.

Q. You took in five hundred and thirty-five dollars a month for over a year, did you not? A. I don't know just how long, but just what shows in the accounting there.

Q. And the actual running expenses of the house was never over one hundred dollars a month, was it? A. The accounting shows that. I can't answer that question from my recollection.

Q. What did it rent for? You took the running expenses out of your monthly receipts and credited that and turned them over to the Beaumont Company? A. I credited the Shaw account.

Q. And you turned the cash over to the Beaumont Company? A. If there was any.

Q. And that is why you didn't have the money to pay the taxes is it not? A. I said we didn't have the money in the account to pay the taxes with.

Q. And that was the reason for it, was it not? A. I don't know that it is.

Q. What other reason can there be? A. I just said the account didn't show a balance of any money in it to pay any taxes and interest.

Q. You put money in the account every month, don't you? A. Yes, sir.

Q. And you didn't pay out more than one hundred dollars to run the house from the account? A. The account will show.

Q. Some months it shows it was not more than sixty dollars? A. There was some months much more than that.

Q. Much more than what? A. Than the amount you mention.

Q. The sixty dollars? A. Yes, sir.

Q. Was there any month it was more than one hundred dollars? A. Yes, sir.

Q. Which month? A. If you will let me have the account I will show you.

Q. The reason you didn't have the money in the account to pay the taxes and interest was that all money which went in the account the first part of the month was turned over to the Beau-

mont Company—is not that the reason? A. As I said before any balance that was there was credited to the Shaw account, and if the Shaw account didn't show any balance we couldn't pay the taxes and interest.

Q. If there was credit to the Shaw account the Shaw account would show a balance, would it not? A. A balance which way?

Q. A balance on the credit side? A. Not necessarily.

Q. Why not? A. Because there may be a debit balance.

Q. Was there a debit balance? A. I don't know.

Q. And among the items of debit balance was this ten per cent charge you have running through the books? A. It may be part of it.

Q. All your material bills you put in it too? A. Yes, sir.

Q. All of your labor bills were put in it? A. Yes, sir.

Q. There was nothing else to it except the ten per cent? A. And the balance due on the account.

Q. And that was all debit, was it not? A. Yes, sir.

Q. So when you had any money instead of paying the money for the running expenses and charges of the property, the taxes and interest, you would credit it as you say, and then debit for your services and wipe it out; it not that the fact? A. If the accounting shows that.

Q. (The Master.) You have a payroll account running through all of these charges? A. Yes, sir.

Q. From the time the house was finished up to March, 1915? A. Yes, sir.

Q. There seems to have been no payroll after that time? A. No, sir.

Q. Then your payroll account was principally

charges made by Mr. Beaumont, was it not? A. Well in the latter time I would not say so. It was probably more my time.

Q. And he was paid at the uniform rate of $19.20 a day? A. Yes, sir. Mr. Beaumont was.

Q. How was that price fixed? A. By his yearly salary.

Q. Was there an agreement for that, or was he just given that? A. No, it is in the by-laws of the corporation fixing his salary.

Q. But I am speaking of this account. So you charge Mrs. Shaw for his salary that he was drawing from the company? A. Yes, sir, for the time that he actually put in on the job.

Q. By what is fixed by the by-laws of the company? A. Yes, sir.

Q. What did it amount to for the year? A. Six thousand dollars.

Q. I noticed when he went over to look at the house for a day you charge $19.30? A. Yes, sir.

Q. And it was often a charge of fifty or sixty dollars a month in the payroll? A. Yes, sir.

Q. And did Mrs. Shaw know of that charge? A. I don't know whether she did or not.

Q. You never told her, did you? A. No, sir, I didn't tell her.

Q. The account which you furnished to Mrs. Shaw didn't show that among the items that part of the total of the payroll was his salary at the rate of $19.20? A. It may not have shown that in detail, but it was there.

Q. (The Master.) Under the head of payroll? A. Yes, sir.

Q. Why didn't you set it out in detail? A. I tried to condense that statement as much as I could.

Q. You have it in detail on this book, have you not? A. Yes, sir.

Q. Why have you got it in detail here? A. Because I thought that was the proper way to put it.

Q. It was not because it was simply a book-keeping item was it? A. Both.

RE-DIRECT BY MR. LEWIS:

Q. You said that you didn't have the money with which to pay certain taxes and interest in connection with this property; suppose you had had the money that was from time to time paid to Mrs. Shaw at her request, would that have paid the taxes and the interest? A. I believe it would.

ADJOURNED UNTIL THURSDAY, NOVEMBER 11, 1915 at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between:

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause this eleventh day of November, nineteen hundred and fifteen, at two o'clock in the afternoon, pursuant to adjournments.

Appearances as heretofore.

Special Master.

GREENBERRY BEAUMONT, called for further examination, testified as follows:

CROSS EXAMINATION CONTINUED BY MR. DECKER:

Q. The specifications provide for papering and painting the apartment, do they not? A. I believe not, Mr. Decker.

Q. Are you sure? A. I am.

Q. But papering and painting the apartment was part of your contract, was it not? A. Under authorization by letter from Mrs. Shaw.

Q. That was included in the contract, was it not? A. It was not.

Q. Do you mean that was extra? A. Yes, sir, it was.

Q. Who did the papering? A. Well, I think most of it was done by the Mackey Company.

Q. Under contract with them? A. Yes, sir

Q. Who did the painting? A. The same company under separate contract.

Q. Did you not tell Mrs. Shaw that the papering and painting was included in the contract? A. Well, when you speak of papering and painting—

Q. Of the inside? A. You mean the decorating?

Q. Yes. A. I did not.

Q. Did you tell her that it was extra? A. She gave us an order to do it.

Q. I am speaking now of the time you made the contract—did you then tell her that it was to be an extra cost above the forty-two thousand dollars? A. I don't know whether it was mentioned or not.

Q. When was the work started for the decorating? A. Why I should say in October, 1913.

Q. And when was it finished? A. About in May, 1914, when the last apartment was rented, as I remember, to be occupied from May 1st, 1914.

Q. Did this contract with the Mackey Company include all the decorating inside of the building? A. The contract with the Mackey Company included decorating the ceiling and certain other things that were specified in the contract and the papering of the various rooms at so much per roll as an allowance. The contract I believe was no fixed sum, but on the basis of so much a roll for certain rooms.

Q. But it provided for papering the entire house. did it not? A. Yes—that is the apartments.

Q. All of the apartments? A. Yes, sir.

Q. And the halls? A. The hall was not papered.

Q. The hall was painted? A. Yes, sir.

Q. By the same company? A. Yes, sir.

Q. Under the same contract? A. I will not be sure. I don't know whether it was in the decorating contract or in the painting contract.

Q. Were you to pay them a lump price for the paper hanging and a lump price for the painting? A. The paper hanging and the decorating was for a lump sum, as I said before, based on the price of the roll. For instance if some tenants picked out a more expensive paper, naturally that had to be taken into consideration.

Q. On September 23rd you paid the Mackey Company fourteen hundred dollars, and five hundred and fifty dollars was for the interior decorating of the building? A. I can't say just what that covered.

Q. What does the charge of $25.30 on August 11th mean when it says it was for papering apartment? A. August 11th what year?

Q. 1914. A. I don't remember.

Q. Who does know? A. I suppose I could find out by looking up our records.

Q. Are those records here? A. I could get the information in detail at a future sitting.

Q. You say that Mrs. Shaw authorized you to have this work done by the Mackey Company? A. No, I didn't say that. I said she authorized us to have it done.

Q. To have the entire decorating done? A. The letter I believe covered furnishing and renting the apartment. You may look at the letter and see just what it covers.

Q. Where is that letter? A. The letter has been offered in evidence.

Q. (The Master.) What is that letter marked? A. D-20.

Q. What is the date of that letter? A. The letter is dated November 27th, 1912.

Q. Now you say that the Exhibit D-20, dated November 27th, 1912, authorized you to go ahead with the interior decorating of the apartment? A. Yes, it did.

Q. Now will you point out what part of that letter gives you that authority? A. The entire letter. No, I mean it is the letter D-21, dated July 24th, 1913.

Q. His letter says "I hereby authorize you to rent the apartment, making such arrangements as in your judgment may seem advisable, also such other arrangements as may be necessary in connection with the furnishing and running of the apartment. Such cost as may be incurred in connection therewith to be added to the contract allowance." Is this the letter that authorized you to have the interior of the house painted and wallpaper put on? A. Well that refers to the decorating.

Q. This letter refers to the decorating? A. Yes, that is the way we intended it.

Q. Well show me where it refers to the decorat-

ing? A. Where it says furnishings and decorating.

Q. Does it say decorating? A. We intended it to say decorating.

MR. DECKER: I move that the answer be stricken out.

Answer ordered stricken out.

(Question read.)

A. It does not use the word decorating, no.

Q. You have no other letter than that authorizing you to decorate the interior of the apartment, have you? A. I don't recall any at present.

Q. On February 16, 1915, you have charged Mrs. Shaw with ten dollars to reimburse Holt for damages from leak, is that correct? A. Yes, it is.

Q. What was that money paid for? A. Just what it says.

Q. Where was the leak? A. Through the brick wall from a driving rain.

Q. What was damaged, what did the rain water do? A. It really didn't do any damage of any account, except the Holt people wanted to break their lease at that time, and they afterwards did move out without paying the last month's rent, and rather than to give them any chance at all we gave them ten dollars for a little splash on the dresser standing by a window.

Q. You say they wanted to break the lease? A. Yes, they did.

Q. Did they tell you so? A. Yes, they said they wanted us to relieve them, because one part of the family was going to live one place and another part another place.

Q. You knew that rain water coming through the brick wall and damaging their furniture was not sufficient ground for breaking their lease, don't you? A. I don't know whether it was or not.

Q. Did Mrs. Shaw authorize you to pay the ten dollars to them? A. No, she did not.

Q. Did she know anything about your paying them ten dollars? A. Not that I know of, except that it was shown in our statement following that.

Q. That statement was not rendered until a long time after you paid that ten dollars? A. In March.

Q. Now you say that you did not know whether that was sufficient ground for them to break the lease, didn't you? A. I don't know as to whether it was or not. I thought it would be best to keep the tenants and satisfy them.

Q. What did you consult Mr. William Arnold about? A. At what time?

Q. The several times you consulted him—for instance March 1913? A. Does it show a charge for March?

Q. There is a charge of one hundred dollars paid for professional services on March 1st, 1913. A. It is charged as on March 1st?

Q. Yes. A. I believe that that would be in connection with the writing of the contract for this building.

Q. You mean the contract of February 26th, 1913? A. Yes, sir.

Q. And that consultation was had before the contract was signed of course, was it not? A. Naturally.

Q. And did Mr. Arnold draw the contract? A. He did.

Q. Mr. Arnold is a New York lawyer? A. Yes, sir.

Q. Does he practice in New Jersey? A. Not that I know of.

Q. Mrs. Shaw didn't authorize you to consult Arnold then, did she? A. No, she didn't authorize

me to consult Mr. Arnold, but she authorized me to have the contract drawn up.

Q. Then what clause in the contract authorized you to charge her one hundred dollars for lawyer's services rendered before the contract was signed? A. The contract says that we were to be paid cost plus ten per cent., if I remember right. The exact wording can be determined from the contract. We tried to keep track of the cost of everything that we did, and we have charged ten per cent. as profit.

Q. Is a bill for lawyer's services rendered before the contract was made part of the costs of the building? A. We believe it is.

Q. Mrs. Shaw knew nothing at the time about your having contracted the bill with Mr. Arnold, did she? A. No, and I may have contracted many that she didn't know of in detail.

Q. Why didn't you have that mentioned in the contract when the contract was signed? A. I thought the contract was full enough when it said cost plus ten per cent.

Q. It says cost of erecting the building, does it not? A. Yes, and it says cost of other things.

Q. Now where? A. In the eighth clause of the contract, I think.

Q. Just read that clause. A. This clause says, (witness reading) "The said party of the second part will upon completing said building, as aforesaid, render a full accounting of the entire cost thereof, including all expense connected therewith and all the matters relating thereto; that upon full payment by the said party of the first part for all such costs, charges and expenses, together with payment to the said party of the second part of the sum equal to ten per cent. of such entire cost".

Q. Now you think the cost of Mr. Arnold's ser-

vices is an expense in connection with the building and you are authorized to charge it under the contract? A. Why we believe that or we would not have charged it in the statement.

Q. You paid Mr. Arnold on August 20th, 1914, $127.90; what was that for? A. I would have to refer to his bills, which would perhaps explain that.

Q. You paid him one hundred and fifty dollars on March 15, 1915; what was that for? A. A part of that was for drawing an agreement for the settling of this contract, in which we arranged with Mrs. Shaw that we would take the lots adjoining the apartment and allow her about nine thousand dollars for that, subject to the six thousand dollar mortgage, and take a second mortgage on the building for any difference which might be due to the G. B. Beaumont Company.

Q. Well what was the rest for? A. Well, I don't know whether there was any part of that that covered any previous deeds or not, or whether it all covered that.

Q. That bill was contracted some two years after the house was finished, was it not? A. Yes, sir. I don't know whether it was two years or not.

Q. What clause of the contract authorized you to charge that one hundred and fifty dollars against Mrs. Shaw? A. I believe the eighth clause of this contract takes care of all the charges, whether in the cost of the building or whether it is something in the way of loans or something pertaining to the building.

Q. What is the amount of the credit you have given to Mrs. Shaw for tools and appliances used in the work? A. The credit that is shown in the accounting.

Q. Will you tell us the amount from the accounting? A. It is under January 21st.

Q. January 21st, 1915, for the sale of tools, $19.00; that is the only credit you gave? A. That is the only one I know of.

Q. Who were the tools sold to? A. I don't know whether we sold to any one other than the G. B. Beaumont Company or not.

Q. Sold to G. B. Beaumont Company,—what do you mean? A. I mean that any tools that were bought for the work that were worth anything at the end we may either leave them or allow credit for them.

Q. In this case you allowed the credit? A. We did for some of them, and some of them are there on the ground now. The oil heater you spoke of that we used there is up there in the basement of the apartment with an oil can along side of it.

Q. Who fixed the amount of that credit? A. That was fixed in our office.

Q. Who fixed it? A. I don't know whether I did or not.

Q. If you didn't fix it, who else did? A. Either Mr. Rowan or myself fixed it.

Q. Either you or Mr. Rowan authorized buying the tools, did you not? A. Yes, sir.

Q. And when you came to fix the credit you did you allowed just what the tools were worth, did you not? A. To us.

Q. You didn't offer them for sale to anybody, did you? A. I don't know whether we did any of these particular tools or not, but we did try to sell some that are up there in the place now.

Q. What did you do with the mortar tubs and ladders that you bought April 11th, 1913? A. Some of them are there now; some of the mortar tubs are there on the job now.

Q. You paid fifty two dollars for those mortar

tubs and ladders? A. I don't remember; that shows on the accounting.

Q. The amount set out in the account is correct? A. Yes, I think it is.

Q. And then again on July 7th, 1914, you paid fourteen dollars for ladders, the account says; that is correct, is it? A. Will you show me that on the account?

Q. Yes. (Handing witness account.) A. You say that this is under date of 1914, July 7th; the record shows that it is after July 7th, 1913.

Q. Yes, 1913 is right; I made a mistake. It is correct, is it not? A. These are ladders used on the job.

Q. Are those ladders still there? A. I don't know whether there are any ladders there now or not.

Q. And the sixty six dollars worth of mortar tubs and ladders charged to Mrs. Shaw at that figure are allowed for with other things in this item of nineteen dollars, are they not? A. Part of them.

Q. They didn't lose their usefulness by being used, did they? A. They certainly did; some of them are broken.

Q. Who broke them? A. They were broken in handling the job.

Q. Who broke the ladders? A. I don't know whether the ladders were broken or not; they may be or they may not be. Tools wear out more rapidly than some other things.

Q. You paid T. P. Brennan sixty five dollars for carting away rubbish March 19, 1913, did you not? A. Yes, we did.

Q. Where was the rubbish carted from? A. As I remember it was carted off the vacant lots there adjoining the apartment house.

Q. Adjoining the apartment house? A. All of the lots adjoining the apartment house.

Q. How did you arrive at the sum,—so much a load or how? A. I think so much a load, but I don't know, or whether it is a contract figure.

Q. Who does know? A. I could look it up and give you a definite answer on that at a future sitting.

Q. Who did you buy your tapestry brick from? A. The Fisk Company of New York.

Q. Where was the brick,—in New York? A. I think in Pittsburgh some where.

Q. Did you have to pay for trucking the brick? A. We did.

Q. Who did you hire to do the trucking? A. I don't remember whether Brennan trucked them or not. May be he did.

Q. Can you tell me what was the actual cost of demolishing the Craig residence? A. No, but I can give you a definite answer on that at a future sitting. That is one of the things that is being worked out by Mr. Rowan.

Q. You didn't tear the building all down at one time, did you? A. We tore it all down except one corner of it which was used for an office and storage.

Q. That was used for an office while this apartment house was being built? A. And for storage of certain of the materials which came out of the old building.

Q. And you used this as an office while you were building the corner house for Mrs. Noe, did you not? A. Yes, we did.

Q. And you moved this corner of the Craig residence so you could use it as an office for the Noe house, did you not? A. No, we moved it to get it off of the property we were selling to Mrs. Noe. At that time there was a number of things stored in there.

Q. Why didn't you tear it down? A. Because

we thought we would move it over there and let it stand for the time being. There was some things in it that we had not disposed of.

Q. Would it not have been cheaper to have torn it down than moved it? A. It may have been, but we thought that was best.

Q. Did you consult Mrs. Shaw about that? A. We did not.

Q. Did you make any allowance to her for rent of the office while you were using it for the Noe house? A. We did not.

Q. But you charged the cost of moving it against her? A. We did. We made plans for the Noe house, otherwise we could not have sold the property.

Q. Each month you have charged Mrs. Shaw on your books of account for seventy dollars rent? A. Each month?

Q. Yes. A. That is you mean after she moved in the apartment?

Q. Yes; after she moved in? A. Yes, sir.

Q. And you gave her credit on your books each month for seventy dollars rent, did you not? A. Yes, sir.

Q. Mr. Rowan says that you told him to write down that credit each month? A. I did.

Q. What was the reason for that? A. That was the way we had of keeping our books straight. We could have rented the apartment to two or three other people for seventy dollars a month, and I advised Mrs. Shaw that it would be better for her not to move in the house, because by renting it she would have more income for we can ren their apartment, and if we could rent it to another one why should we not charge it and credit it.

Q. The written lease provides that she shall pay seventy dollars a month, does it not? A. Yes, sir.

Q. Nothing said in the lease about giving her credit for seventy dollars a month? A. No, sir.

Q. You stated that it was a written lease made so that at any and all times you could show that you was handling the building as you ought to; what do you mean by that? A. Just what it says.

Q. Who were you going to show it to? A. We are showing it now.

Q. Who else were you going to show it to? A. I hope we will not have to show it to any one else.

Q. It was not necessary to show it to Mrs. Shaw, because she already knew it, was it? A. She knew what she signed.

Q. As a matter of fact was it not shown to the bank when you were negotiating the mortgage? A. It was not.

Q. Didn't you tell her that? A. We did not.

Q. You never told her that? A. I did not.

Q. Did you show that lease to the bank? A. I did not.

Q. Did you make any statement to the bank when you borrowed money on mortgage? A. Which bank do you mean.

Q. The Trust Company of New Jersey? A. I think we furnished them a written statement.

Q. Did not that written statement show that you were getting so much rent from the house? A. I don't remember what the written statement said.

Q. Did you include in the amount of rent this seventy dollars a month you got from Mrs. Shaw? A. I don't know that it is in there.

Q. Can you say that it is not there? A. I don't know; I will look and see.

Q. Did you tell the bank that Mrs. Shaw was living in there rent free? A. I don't know that I told them that she was living in there at all that I remember of.

Q. What did you have to buy to furnish this house? A. Why decorating and carpets.

Q. Is decorating house furnishing? A. It certainly is.

Q. And carpets and what else? A. Ice boxes and shades and awnings.

Q. And what else? A. Off hand I can't remember all the things that we bought; that may be half of them or two-thirds of them.

Q. Have you got a list of them? A. We will have a list of them when we get our sheets all in.

Q. Did you tell Mr. Rowan to charge up the interest on the balance that you claimed to be due every month? A. I did.

Q. And did you tell him to compound the interest every month beginning with the second month? A. I don't remember that I told him that.

Q. Then he just did that of his own initiative? A. I told him to balance up every month.

Q. And that monthly interest charge was added to the amount that you claim to be due from Mrs. Shaw, was it not, when you made a statement for her? A. Naturally, yes, it was.

Q. Upon what do you base your right to charge interest every month on this balance? A. Because Mrs. Shaw didn't pay us what was due us at the completion of the building.

Q. Is that the only reason? A. I don't know whether that is the only one or not. I guess that is a very good one.

Q. Do you know of any others? A. Because I believed it was just.

Q. Did you say anything to Mrs. Shaw about it while you was doing it? A. I don't remember that I did.

Q. Did you tell Mrs. Shaw that it amounted to $822.31? A. I think the accounting shows that. She could see it for herself. It shows what is due in there.

Q. Did you tell her that? A. We didn't tell

Mrs. Shaw anything. I take it you mean after this accounting was made up.

Q. Either before or after? A. I don't know that we have said anything to her about the interest.

Q. Does your contract authorize you to charge interest? A. It does not mention it as I know of.

Q. You said that Mrs. Shaw authorized you to do certain extra work which caused a change in the building, did you not? A. We have put in letters here which show that.

Q. One change you made was substituting another kind of tile on the front roof, was it not? A. Yes, it was.

Q. What tile was provided for in the specifications? A. A slate roof is provided for in the drawings and the specifications. It was marked slate on the drawings.

Q. What would that slate roofing cost you? A. We didn't have any separate figure. When the figures were made up we asked for the alternative of substituting tile. The figure that it was let at and the figure that we have charged is considerably less than the figure that we have from local contractors here in Jersey City.

Q. Did that tile roof you put on the building cost more or less than slate roofing? A. It cost more.

Q. How much more? A. The statement shows how much more.

Q. Show me. A. We will make a detailed statement of that. It is not picked out in this statement. It is in here but I can't find it.

Q. (The Master) You mean the detailed statement will show the difference between the tile roof and the slate roof? A. It will show the difference we paid for the tile.

Q. When you started to work you had the land and five thousand dollars in cash and four thousand dollars in mortgages, did you not? A. What do you mean, when we started to work?

Q. On the building. A. The actual construction of the building after the signing of the contract dated February 26th?

Q. Yes. A. The statement shows that we received five thousand dollars in cash and two mortgages, which were payable later, one along about April and one in August or September.

Q. How much were the mortgages? A. There were two mortgages of two thousand dollars each.

Q. And you had the land? A. Subject to a fifteen thousand dollar mortgage.

Q. Not on the lots you were going to build on? A. No.

Q. So that you had the land and five thousand dollars in cash and four thousand dollars in mortgages, did you not? A. Yes, sir.

Q. As you went on with the work you got money from time to time, did you not? A. Yes, we did.

Q. And it was understood in the contract that you were to negotiate a mortgage on the property, was it not? A. The contract speaks for itself as to just what is provided.

Q. And you did negotiate a mortgage, did you not? A. On what part of it?

Q. On the part where the house is built? A. Yes, sir.

Q. And you did that in pursuance of the authority given you in the contract, did you? A. Yes, sir; we negotiated the mortgage.

Q. Did you ever tell Mrs. Shaw that you were charging her $19.20 a day for your own services? A. I did not.

Q. She knew nothing about that until the day

of the last hearing, did she? A. I don't know. Why she should know; we submitted our payrolls to Mr. Insley in March and that was there, and if she didn't know it her attorney failed to make it known to her.

Adjourned until Monday, November 15th, 1915, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause, this fifteenth day of November, nineteen hundred and fifteen, at 10:30 o'clock in the forenoon, pursuant to adjournment.

Appearances as heretofore.

SPECIAL MASTER.

WILLIAM H. ROWAN, heretofore sworn, called for further examination, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Rowan, you was asked to prepare statements showing the aggregate cost of certain things in this transaction and to accompany those statements with details showing how they were made up; have you prepared those statements? A. I have.

Q. And do you now produce them? A. I do. (Producing statements.) (1 to 12 statements.)

Q. I call your attention to statement No. 1, which purports to be charges up to and including August 27th, 1912, on which date Eleanor P. Shaw signed an agreement with Isabel M. Craig and Burdette P. Craig for the purchase of property on the Boulevard and Highland Avenue, Jersey City; what is the total of those charges? A. $508.11.

Q. Give us the details of how that $508.11 is made up? A. Payrolls $458.40, Car Fares $1.82, Telephone Calls $1.70.

Q. How much does that amount to? A. $461.92.

Q. And what makes the balance? A. The ten per cent. for profit.

Statement offered in evidence and marked Exhibit D-30.

Q. I next show you statement No. 2 "Cost of Beaumont Apartment," what is the total of that as shown by your statement? A. $41,221.67.

Q. Does that include the ten per cent. of the cost? A. It does.

Statement offered in evidence and marked Exhibit D-31.

Q. I show you statement No. 3 entitled "Changes authorized by Mrs. Shaw"; changes in what is that? A. Substituting tile for slate roofing was one change.

Q. Is that a change in the contract and in the specifications? A. It is a change in the specifications and plans.

Q. What is the total of those changes? A. $1,096.01.

Q. Is ten per cent. included in that? A. Yes, it is included in that.

Q. These are the cost of the alterations in the construction of the building? A. Yes, sir.

Statement offered in evidence and marked Exhibit D-32.

Q. I show you statement entitled "Demolishing Craig Residence"; what was the total cost of that? A. $1,566.43.

Q. Including the ten per cent.? A. Yes, sir.

Q. The statement shows sale of material; what is the total of the material sold? A. $2,139.80.

Q. And deducting the cost of demolishing the building what credit would that leave? A. $573.37.

Q. Has that been credited to Mrs. Shaw in the account rendered? A. It has.

Q. (The Master) These are just summaries taken right from the general account? A. Yes, sir.

Statement offered in evidence and marked Exhibit D-33.

Q. I show you now statement entitled "New Jersey Guarantee & Trust Co. Loan", being statement No. 5, of $15,000; what are the charges against that loan? A. $831.43, plus ten per cent. would make the total charge $914.56. That state-

ment shows that we received on account of that from Mrs. Shaw $15.00.

Q. And credited on this statement? A. Yes, credited on this statement.

Q. And then the amount realized on loan is what? A. $14,100.44.

Statement offered in evidence and marked Exhibit D-34.

Q. Now I show you statement entitled "Loan on Mortgage from Provident Institution for Savings on December 27, 1913", amount of loan $20,000; what amount is charged up against that loan? A. $15,714.92.

Q. Out of that what loan was paid off? A. The loan from the New Jersey Title Guarantee & Trust Company of $15,000.

Q. And the net balance realized on the loan is what? A. $4,285.08.

Statement offered in evidence and marked Exhibit D-35.

Q. I show you statement "Loan on Mortgage from Trust Company of New Jersey, April 1914; the amount of that loan was what? A. $30,000.

Q. What was charged up? A. $20,714.93.

Q. What is the chief item paid out of that? A. We paid off the loan of the Provident Institution for Savings amounting to $20,000.

Q. What was the balance? A. $9,284.07.

Statement offered in evidence and marked Exhibit D-36.

Q. I show you statement entitled "Amount realized on sale of part of plot"; was that the plot sold to Hughes or the plot sold to Noe? A. Both.

Q. What do they total? A. The total receipts or the net amount realized?

Q. The net amount realized? A. The net amount realized is $2,410.91.

Statement offered in evidence and marked Exhibit D-37.

Q. (The Master) In all of these things you have payrolls? A. Yes, sir.

Q. And the papers which are put in as an exhibit designate on what the payrolls are? A. Yes, sir.

Q. How are these payrolls determined for these individual exhibits you have got? A. Taken from the payrolls that we have already put in as an exhibit.

Q. But how are they designated on your account? You make a general charge in Statement No. 8 of payroll $112.80; this was at the time you was building the house, was it not? A. Part of it may have been. I can get up a statement of that, if you want me to—of that $112.80.

Q. There are payrolls put in each one of these? A. Yes, sir.

Q. What is the total of these two properties,—what was paid for them? A. $13,100.

Q. And what is charged up against that sale? A. $10,689.09.

Q. As shown by this statement? A. Yes, sir.

Q. What was the net amount realized? A. $2,410.91.

Q. And that is a credit to Mrs. Shaw in the transaction? A. Yes, sir.

Q. I show you a statement entitled "Furnishing, renting and running the apartment and cash to Mrs. Shaw, interest and taxes"; what does that amount to including the ten per cent.? A. $11,891.51.

Q. What did the rentals amount to? A. $11,095.

Q. There is a debit of how much? A. $796.51.

Q. (The Master) That is after charging the amount in the joint account? A. Yes, sir.

Last statement referred to offered in evidence and marked Exhibit D-38.

Q. I show you statement No. 10 entitled "Moneys deposited in joint account in Trust Company of New Jersey"; what was the total amount deposited to the joint account? A. $1,948.31.

Statement offered in evidence and marked Exhibit D-39.

Q. Out of that how much has the G. B Beaumont Company received? A. $125.00.

Q. By joint check? A. Yes, sir.

Q. That left a net amount of how much? A. $1,823.31.

Q. And how much has been paid out of that joint account by joint check signed by both parties? A. $1,040.

Q. And the interest allowed by the bank amounted to what? A. Ninety one cents.

Q. What is the balance of the account now in the bank? A. $784.42.

Q. (The Master) What is the charge of $125 which shows on supplemental sheet No. 4? A. To show a credit of that amount on supplemental sheet No. 4 of the original account.

Q. I show you statement No. 11, entitled "Premiums on Fire Insurance on old barn"; what were the disbursements in that connection? A. We paid a premium of $19.00.

Q. Is there a credit on that? A. At the time of the cancellation of the policy we received a credit of $8.12, making the total paid $10.88, and the ten per cent. added would make the total charge $11.97.

Statement offered in evidence and marked Exhibit D-40.

Q. I show you statement No. 12 entitled "Summary Sheet"; what is the balance shown on that summary sheet? A. $4,794.82.

Statement offered in evidence and marked Exhibit D-41.

Q. How is this summary made up? A. With debits and credits of the amounts as shown on these previous statements, with other moneys received.

Q. How were these statements prepared,—from what data? A. From the general accounting,—the day book, the ledger and payrolls.

Q. (The Master) A summary of this one presented called D-6 for Identification? A. Yes, sir.

Q. Do these statements include anything not shown on the itemized bills and the extension of the itemized bill as annexed to the cross bill and the extension there? A. No, sir.

Q. Do these statements contain any element, charge or item not contained in your books of account in this matter between the Beaumont Company and Mrs. Shaw? A. No, sir.

Q. Have you in making up these statements made out a detailed statement showing these amounts? A. I have a pencil memorandum, but I don't think I have that with me.

Q. Have you gone over the matter comparing it to see that your results from these statements are correct as taken from your books? A. Yes, sir.

Q. And do you believe them to be correct—these statements? A. Yes, sir.

CROSS EXAMINATION BY MR. DECKER:

Q. From what books did you say you made this statement up—D-41? A. From the ledger, the day book and the payrolls.

Q. Is that all? A. Yes, I think that is all.

Q. Are they the only books of account that you have concerning this account? A. Yes, sir.

Q. No other books at all? A. No, sir.

Q. Your statement shows that on September 23rd, 1912, you bought two record books,—what did you do with those books? A. I believe they were on the job.

Q. What were they used for? A. I really can't say.

Q. Where are they now? A. I don't know.

Q. Who had charge of them? A. The foreman on the job.

Q. And his name was what? A. Plitz.

Q. Did he turn them in after the job was done? I don't recollect.

Q. Where is Plitz now? A. I don't know.

Q. Does he work for your company? A. No, sir.

Q. And you don't know what kind of record was kept in these books? A. No, I can't say positively.

Q. Well why don't you know; September 23, 1912, was almost six months before the job commenced. A. Why I don't know. If it says so; but there was other work on the Craig residence before the Beaumont Apartment was started. It may have been used in connection with that work.

Q. Do you know what they were used for? A. No, I do not.

Q. On the eighth of February, 1913, you have a record book for the job; do you know where that book went to? A. No, I don't recollect that.

Q. You have not got it in your office, have you? A. No, sir.

Q. On March 28th, 1913, you bought a time book for the job; who got that book? A. The job.

Q. Who was the person on the job that got it? A. I can't positively say who got that on the job.

Q. Was it used on the job? A. As far as I know it was.

Q. Did you ever see it there? A. Not that I can recollect now.

Q. Did you ever use it? A. I did not.

Q. Do you know who used it? A. I do not.

Q. Do you know what it was used for? A. I naturally assume it was for a time.

Q. On the 12th of May, 1913, you bought $6.25 worth of time sheets; what happened to those time sheets? A. I believe they were put in evidence.

Q. Have you got them here? A. Yes, sir.

Q. Did they cost you $6.25? A. Whatever the accounting shows. Those are the time slips and they cost $6.25 that shows.

Q. Did you have any left over? A. No, we did not.

Q. Did you have them printed especially? A. Especially for what?

Q. For youself or for your company? A. Yes, sir.

Q. Why didn't you have Beaumont Apartment House or some mark on here indicating it was for Mrs. Shaw's property? A. I don't know the reason why, except it was a general time slip and probably more than that were ordered at the time, and the job was only charged with what had been sent to the job.

Q. What printer did you get them from? A. I don't remember now.

Q. Have you got the bill for them? A. I don't know.

Q. Did you keep your receipted bills? A. Why, not, not all of them. There may be some.

Q. What did you do with the three box files that you have charged in the account? A. They were sent to the job.

Q. You didn't keep them in your office? A. No, sir.

Q. What did you keep in those box files? A. I didn't keep anything.

Q. Do you know what was kept in them? A. No, I do not.

Q. Now, on the 18th of December, 1913, you bought sheets for a loose leaf book; your accounting shows that? A. Yes, sir.

Q. Where is that loose leaf book? A. I believe those are payroll sheets which have been put in evidence.

Q. Where is the book they were put in? A. They were not kept in a book.

Q. Now, on the 30th of July, 1913, you bought $5.62 worth of papers for letters and diary; where is that diary? A. They were sheets which were sent in from the job from time to time, and that was a charge to cover the paper on which they were written.

Q. But where is the diary? A. There was not any diary. Didn't it say diary sheets?

Q. It says paper for letters and diary. A. Well, that is what is meant.

Q. Paper that was used on the job which was sent in to your office? A. Yes, sir.

Q. What record was made on that paper? A. I guess memorandum was made on the job of what they thought the office ought to know.

Q. Who made them? A. I don't know; may be the sub-contractors of what they got for us.

Q. What happened to those memorandums? A. We may have some of them; I don't know now.

Q. When did you tear up the memorandum in connection with this job? A. I don't recollect tearing up any of them.

Q. Did you ever destroy any of them? A. I may have.

Q. Do you remember when you destroyed them? A. No.

Q. When the job was finished, didn't you ask for some of those record books I have just mentioned from the men who had charge of them? A. Not that I recollect.

Q. Why not? A. I don't know.

Q. Didn't they contain a record of the work that was done? A. They may have.

Q. How often did you go to the office on the job? A. That is hard to say; it may have been once a week and it may have been twice a week or three or four times a week.

Q. Who closed up the office after you finished the job; who took away the records and papers? A. I don't recall.

Q. Did you? A. I did not.

Q. And you don't know who did? A. No, sir.

Q. Do you know what happened to the records and papers that were there? A. I do not.

Q. Did they come to your office? A. I don't know now.

Q. In your statement you have an item called "Job expense;" what does that mean? A. Whatever cash expenses the job may have had during that week.

Q. For what purpose? A. It may have been for miscellaneous supplies that they may have bought there and paid cash for.

Q. What do you mean by miscellaneous sup-

plies? A. It may have been kerosene for the lantern or a broom or something of that kind.

Q. Did you keep any record of it? A. Except the record shown on the account.

Q. Did you keep any detailed record? A. Not that I remember now.

Q. Did you charge up the total each week? A. Yes, sir.

Q. And you had no other record than that total as charged in your day book? A. I may have had at that time.

Q. What happened to it? A. I don't know now.

Q. What do you mean by miscellaneous expenses? A. What are you reading from?

Q. Statement No. 2, 8th line. A. Why it is all other expenses than as separated under these different heads included in the cost of the Beaumont Apartment.

Q. Why is not that included under the caption "Job Expense"? A. Because it may include more than that.

Q. What more could it include than that? A. I can't say from memory on those items, but if the Master wishes I could make up a statement showing all miscellaneous expenses.

BY THE MASTER:

Q. Can you state generally what that is? A. I would say off-hand that it is items for job expense.

Q. Including stationery? A. Yes, for stationery; I think stationery is in there. I didn't want to make too many captions there.

Q. Now turn to statement 4, the third line, under the caption "Miscellaneous Expense"; what does that include? A. I can only answer that as I answered the other question, that it was

miscellaneous expense on the Beaumont Apartment.

Q. Between what dates was the demolishing of the house? A. November or December, 1912, and March or April, 1913.

Q. Turn to Statement 5, you have there a charge of $83.13, which is marked ten per cent.; upon what is that based? A. The total charge you find—in other words the cost of securing the loan.

Q. Is that charged in the detailed account that you file here? A. That is the first accounting?

Q. Yes. A. Yes, it is.

Q. Can you point out where it is? A. That $83.13?

Q. Yes. A. No, because on that one general charge item after item following in order of date the ten per cent. is charged at definite stated periods.

Q. What authority did you have for charging the ten per cent. charged in this statement? A. The authority that I was told to charge ten per cent. on all cost.

Q. So that the cost of obtaining this loan from the Title Guarantee & Trust Company, was it not? A. Part of the cost of the building?

Q. Yes. A. No, it was not.

Q. Well, where were you authorized to charge the ten per cent? A. Well, I was authorized by Mr. Beaumont.

Q. Why do you say that that was not part of the cost of the building? A. Because I believe it not to be a part of the cost of the building.

Q. Turn to Statement No. 8 which is entitled "Amount realized on sale of part of plot;" upon what item is that ten per cent. based that you have charged in that? A. On the money paid

out, with the exception of the Craig mortgage of nine thousand dollars, on which we have not charged ten per cent.

Q. Why not? A. We didn't consider that a charge on which we should charge ten per cent.

Q. Then why have you charged ten per cent. for the moneys paid out for interest on the mortgage? A. I was instructed so to do by Mr. Beaumont.

Q. Can you take this statement marked D-30 and the statement marked D-41 and indicate on the general statement attached to the answer which items are included in each statement? A. I don't know whether I could do that in every case or not.

Q. In what way did you make up these statements D-30 and D-41? A. I took my general accounting as a basis and then used my day book, ledger and payrolls and tried to determine where each and every item belonged.

Q. Did you have any assistance in doing that? A. I did not.

Q. What method did you follow when there was any doubt about where the item belonged? A. I used my best judgment.

Q. Did you make any other memorandum besides the one you presented this morning of these items? A. As I said before the pencil memorandum.

Q. Does that pencil memorandum show in detail the items which go in these amounts? A. It would only show amounts.

Q. What amounts would it show—the general amount or the specified amounts you have? A. The specified amounts we have here. For instance under payroll when we take the payroll under a certain date and find out just what the payroll

covered that was divided under the head as is shown by these itemized statements.

Q. Can you divide that now with the assistance of your books? A. I believe I could if I had time.

Q. In the statement No. 9 you have a charge for telephone calls; did you have a telephone in the building after it was finished? A. I believe there was.

Q. For how long? A. I don't recollect now.

Q. Did you have a contract with the telephone company? A. Yes, sir.

Q. Did you find that contract? A. Did you ask me for it?

Q. Yes. A. I will make a memorandum of that and look for it?

Q. How long did you keep a telephone in the building after it was finished? A. I don't know how long.

Q. Why was it kept there? A. I suppose for use in connection with renting the apartments and furnishing it.

Q. Well, your statement shows it was kept there until January, 1915; were not all the apartments rented at that time? A. The statement shows the telephone was in there until January, 1915?

Q. Yes. A. Well, you say it does but I don't believe it does.

Q. Have you ever seen this letter before? (Handing witness letter.) A. Yes, sir.

Q. Is that your initial on it? A. I don't know whether it is or not; it may be.

Q. Do you know what the initials G. B. B. R. means? A. I suppose the G. B. B. would be Mr. Beaumont and the R., may be mine.

Q. Did you ever typewrite any letters? A. I have, yes.

Q. And this is a letter of your Company, is it not? A. Yes, it is.

MR. DECKER: I would like to have this letter dated November 23, 1914, marked for identification.

Letter marked C-1 for identification.

Q. Just read that letter. (Witness reads letter.)

Q. That letter says that on October 31, 1914, the defendant claimed there was $4908.33 due it from the complainant, does it not? A. That is what it states, yes.

Q. Did you make up that account at the time? A. I did.

Q. And that was correct, was it not? A. It was not.

Q. Why not? A. I don't know; there was an error in it. I don't know how that error was made, but there was an error made. That statement was not correct.

Q. Where was the error? A. I don't know.

Q. Will you take this statement and tell me how far down this statement runs—being the statement attached to the answer; to what date does that come down? A. The last date mentioned on here is March 15th.

Q. What year? A. 1915.

Q. Now, will you turn to the pages marked "Receipts" and tell me how much money the defendant received in rent between October 31, 1914, and March 15, 1915? A. There are five months shown on here, and five months at $535 a month, would make a total of $2675.

Q. Now, will you tell me what the expenditures were as shown by this statement between October 31, 1914, and March 15, 1915? A. Take the total shown on the accounting here on October

31, 1914, and deducting it from the total as shown on March, 1915, would leave the amount paid out between those dates $1177.

Q. The amount of rent which you say you received included a charge of $70 a month against Mrs. Shaw, didn't it? A. Yes, it did.

Q. And the total of expenditures that you have just mentioned included a credit to her of $70 a month, did it not? A. The charges for rent show the amount of rent that was charged to her and the credits show the amount that was credited to her.

Q. And it is taken care of in both of these totals you have just mentioned, is it not? A. I believe it is.

Q. Will you turn to the last page of that account and tell me the balance claimed to be due by the defendant on the 15th of March, 1915?

MR. LEWIS: Does that question intend to include the addenda account?

MR. DECKER: It does not.

A. Deducting the total credits to March 15, 1915, from the total expenditures to March 15, 1915, leaves a balance due of $4579.43.

Q. Now, will you take the balance shown to be due on October 31, 1914, and subtracting from that the balance shown to be due on March 15, 1915, and tell me the result? A. The difference is $328.90, between the amount shown as due March 15, 1915, on the accounting, and the balance shown on the accounting rendered Mrs. Shaw under date of November 23rd, as of the balance due October 31st, 1914.

Q. The balance due then was reduced $328.90 by March 15, 1915, was it not? A. That is what it shows.

Q. Will you add the amount that the balance

was reduced, $328.90, to the amount of expenditures between October 31, 1914, and March 15, 1915? A. Yes.

Q. What is the total? A. $1505.90.

Q. Will you deduct that total from the total amount of receipts during the same period and tell us what the balance was? A. $1169.10.

Q. Where do you account for that $1169.10 in this account? A. I don't know; I don't follow you; I have made the additions and deductions that you have asked me, but I have not followed you in what you have asked me.

Q. The statement of October 31, 1914, shows $4908.33 due, does it not? A. That is the amount shown on the accounting and the letter to Mrs. Shaw under date of November 22, 1914, marked C-1, which shows that there was due to the Beaumont Company $4908.33 on October 31, 1914.

Q. The statement attached to the answer which you have in front of you shows that on March 15, 1915, there was $4979.43 due to the defendant, does it not? A. Under March 15, 1915?

Q. Yes. A. Yes, sir.

Q. Taking the balance shown to be due by the letter, Exhibit C-1 for identification as of October 31, 1914, and comparing that with the balance shown to be due by the account attached to the answer of March 15, 1915, which you have in front of you on that table, the balance claimed to be due has been reduced $328.90, has it not? A. The amount shown on the letter exceeded the amount shown in the accounting.

Q. By $328.90, does it not? A. Yes, it does.

Q. During that same period you received $2675 in cash, did you not? A. I believe that is right. We will assume that is correct.

Q. Of that $2675 you used $328.90 in reducing

the amount claimed to be due from the complainant, did you not? A. Using the balance as stated in the letter to Mrs. Shaw under date of November 22, 1914, and the balance as due in the accounting as rendered, shown on March 15, 1915, we did.

Q. Will you take that amount, $328.90, and add it to the amount of expenditures as shown by the account from October 31, 1914, to March 15, 1915? A. Add them together?

Q. Yes. A. $1505.90.

Q. Now, will you subtract the total of those two items from the total amount of cash received for rent during that period? A. I will.

Q. What is the difference you get? A. $1169.10.

Q. In what way do you account for that in your account? A. Except by saying that the accounting rendered to Mrs. Shaw there was an error in it.

Q. You mean the accounting of October 31, 1914? A. And rendered to Mrs. Shaw under date of November 23, 1914.

Q. When did you discover that error? A. I don't recollect when we discovered it.

Q. Well, before this suit was commenced? A. I don't believe it was.

Q. Since this suit was commenced? A. As I say; I don't remember.

Q. Did you discover it? A. I may have.

Q. Well, don't you know? A. Yes, I did.

Q. And what did you say about it when you found out there was an error? A. Why, I told Mr. Beaumont. In making up this statement as we did under the heading as shown on this accounting in the letter to Mrs. Shaw under the date of November 23, 1914, there must have been an error in adding up the individual allowance and typewriting the letter.

Q. You told that to Mr. Beaumont? A. Yes, sir.

Q. You found that there was an error before you told him that? A. Yes, sir.

Q. How did you come to find that error? A. In making up the account.

Q. Which account do you mean?

By Mr. Lewis:

Q. Do you refer to the itemized account? A. No, not necessarily.

Q. Do you mean there was upwards of one thousand dollars worth of charges against the complainant that you had left out of the statement of November 23rd? A. If that is what it shows, yes.

Q. Well, do you mean that? A. The amount of the accounting we render now is correct and the accounting rendered in this letter was wrong.

Q. Well, how do we know which is correct? A. I don't know how you know.

Q. Will you show us which is correct? A. I am telling you that the accounting there as now rendered is correct.

Q. Well, tell me where the accounting of November 23rd is wrong? A. I don't know that, except in making up this there was some error that crept in.

Q. An error of one thousand dollars is more or less of a serious error, is it not? A. Yes; when I rendered this accounting for Mr. Beaumont, under the caption as shown here, there was more attention paid to that than there was to the balance there.

Q. How did you come to render the account of November 23, 1914? A. Mr. Beaumont rendered that. I didn't have nothing to do with that other than to make it up.

Q. Was that the first one you made up? A. No, but it was the first one that was sent to Mrs. Shaw.

Q. It is the first one that was sent to Mrs. Shaw, is it? A. Yes, sir.

MR. DECKER: Now, Mr. Master, this is as far as I care to go at this time without having access to all the receipts, bills and other memorandum that I have asked for.

ADJOURNED until Friday, November 19th, 1915, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between:

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above-entitled cause this fourteenth day of December, Nineteen hundred and fifteen, at ten o'clock in the forenoon, pursuant to adjournments.

Appearances as heretofore.

SPECIAL MASTER.

WILLIAM H. ROWAN, recalled for further examination, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Rowan, when we adjourned at the last sitting in the examination in this cause you were under cross-examination, and at the adjournment you were requested for the convenience of the Master and the convenience of Counsel in the case to take Exhibit D-6 and place in the margin of the items of account of Exhibit D-6 numerals indicating the items in that account which make up the items of the several statements numbers 1 to 12 inclusive, and which statements are Exhibits numerically marked D-30 to D-41 inclusive. I now ask you, have you performed that service? A. I have.

Q. I show you Exhibit D-6, which is the account in this case and referred to in the statement I have made, and ask you if the numerals in the margin at the right of that account were placed there by you as requested? A. They were.

Q. And do you believe the references there to be correct as near as can be? A. As near as I can place them there.

BY THE MASTER:

Q. Well, they are numbered the same as that which you use to make up your statements 1 to 12? A. Yes, sir; and in addition to that I have made up an itemized statement more particularly itemized than the statements I have got in here; that is I have made up a separate itemized statement.

MR. LEWIS: With the Master's permission

I again offer D-6 for identification in evidence.

Marked Exhibit D-6, with the marks stated.

Q. I show you a statement which you hand me purporting to be an itemized statement of Exhibits D-30 to D-41 inclusive, and I ask you who prepared that statement? A. I did.

Q. From what is it prepared? A. From the books and payrolls and time sheets.

Q. And do you present it as explanatory to some extent of Exhibits D-30 to D-41? A. Yes, sir.

MR. LEWIS: I offer this statement in evidence and ask that it be marked.

Statement marked Exhibit D-42.

Q. What is the purpose of this additional exhibit generally? A. The same purpose as I was asked to put these numerals on the statements.

Q. Then you offer this for the convenience of the Master and for counsel? A. Yes, I do.

Q. And not as making any claim in addition to the account which is before the court now? A. No, sir.

MR. LEWIS: Proceed with your continuation of cross examination, Mr. Decker:

CROSS CONTINUED BY MR. DECKER:

Q. Did you separate these items from memory or from any record that you had? A. From records that appear in the books.

Q. In the books which we have before us? A. I believe so, yes.

Q. Why did you end the first statement, Exhibit D-30, on August 27th, 1912? A. Why, that is

the date of a contract that was made with Mrs. Shaw at that time.

Q. The date of which contract—between The Beaumont Company and Mrs. Shaw? A. Yes, sir. No, Craig to Shaw.

Q. Why did you pick out that particular date as the end of the first phase of the transaction between the complainant and defendant? A. Because I consider those charges previous to that date as separate and apart from what would follow.

Q. What were the services that the defendant rendered before that date that are included in the payroll charges? A. Why that is all shown on the payroll blank there.

Q. Suppose you take the blank and tell me Is this the blank you mean? (Showing witness paper.) A. No, the payrolls which I exhibited here. These are the ones. (Producing payroll sheets.) The memorandum from which I got the information is as follows: 1912, April 3, (this is Mr. Beaumont's time I am reading now) three-quarters of a day, called to see Mrs. Shaw. April 5th, called to see Mrs. Shaw. May 6th, working on plans. May 9th working on plans.

Q. Do you know what plans they were? A. As far as I know they were the plans for Monticello Avenue, if I am right in the address.

Q. Do you mean Duncan Avenue? A. Yes, Duncan Avenue.

Q. For the Duncan Avenue house? A. Yes, sir.

Q. Well, go ahead. A. May 11th, called to see Mrs. Shaw. May 14th, working on plans. June 11th, called to see Mrs. Shaw. June 12th, working on plans. June 13th, working on plans. June 17th, working on plans. June 20th, called to see Mrs. Shaw. June 23rd, called to see Mrs.

Shaw. June 25th, called to see Mrs. Shaw. July 10th, called to see Mrs. Shaw. July 15th, working on plans. July 16th, called to see Mrs. Shaw. July 20th, called to see Mrs. Shaw. July 24th, working on plans. July 25th, working on plans. July 29th, called to see Mrs. Shaw. July 30th, working on plans. August 3rd, inspecting property for apartment. August 6th, working on plans. August 8th, inspecting property for apartment. August 12th, inspecting property for apartment. August 15th, inspecting property for apartment. August 20th, working on plans. August 22nd, working on plans. August 26th, working on plans. August 27th, working on plans.

Q. What does the phrase "working on plans" mean; what kind of work does that include? A. Designing and working out ideas and preliminary drawings, showing sketches of different layouts.

Q. Was this in connection with the Duncan Avenue property? A. Yes, sir.

Q. And this is all charged for at the rate of $19.20 a day? A. I believe it is.

Q. Your payroll shows that, does it? A. Yes, it does.

Q. And the carfare charges in this statement were carfares between Jersey City and New York to call on Mrs. Shaw? A. Some of them may have been.

Q. Were there any for any other purpose? A. I don't know now.

Q. Can you tell at this time? A. I may.

Q. And the telephone charges, what were they for? A. Probably telephoning to Mrs. Shaw, or 'phoning to people regarding property that Mr. Beaumont's time was put in on with different people.

By the Master:

Q. In these payrolls the dates do not correspond all the way through? A. That is the week during which they were made.

Q. You have a credit of five hundred dollars making up this particular account D-30, as cash received from Mrs. Shaw; why did you credit that to this account? A. To my best judgment that belonged there.

Q. You were not directed to credit it to any other account, were you? A. I had no help in making up these itemized statements.

Q. I notice in going through these statements that in almost every instance you have charged for stationery either on the last day of the month or the first day of the month; was that charge for stationery paper and envelopes which you used? A. Part of it may have been, yes.

Q. Your regular office stationery? A. Yes, sir.

Q. And did you estimate how much you had used at the end of the month? A. No, sir.

Q. How did you know what to charge? A. We knew what letters had been written and what paper had been used, naturally.

Q. How did you fix the amount of the charge? A. By the actual amount that we paid for the paper and envelopes used in our office.

Q. And how much was that? A. I can't tell you that now.

Q. The payroll charges prior to August 27th as shown in this statement D-30 are all charges for the time of Mr. Beaumont and Mr. Stanley and yourself, are they not? A. Well, I can't answer positively whether that includes any of my time, but it did Mr. Stanley's.

Q. Well, look at the time will you not and see? A. You mean during what time?

Q. Up to August 27th, 1912. A. Part of it

covered Mr. Stanley's time, but there is none of my time in it.

BY THE MASTER:

Q. How do you find that out? A. From this payroll here.

Q. Exhibit D-32, which is statement No. 3 "changes authorized by Mrs. Shaw", has four items in it; where are those items on the statement D-6? A. It is not shown. I have not separated the items, but the statement which I have handed in this morning covers 2 and 3 in detail.

Q. (The Master.) They are not separated? A. No, sir.

Q. Then are all of the itemized charges included in statement No. 3 included in these items which have the figure 2 after them in this statement D-6? A. Yes, sir.

Q. How can you separate them? A. How can I separate 2 and 3?

Q. Yes. A. I cannot very well now.

Q. What method did you follow when you separated them in the statement D-32? A. From a record I had already made up of details which were figured at the time the changes were made.

Q. What kind of a record was that? A. I really can't say now off-hand, I don't recollect.

Q. Have we ever had that record here? A. I don't believe you have, no.

RE-DIRECT BY MR. LEWIS:

Q. Mr. Rowan, I call your attention to Exhibit D-6 and will ask you—"When did you have that addition with the numbers in the margin at my office for Mr. Decker to examine at his pleasure? A. I believe it was Friday morning of last week.

GREENBERRY BEAUMONT, called for further examination, testified as follows:

BY MR. LEWIS:

Q. Mr. Beaumont, before counsel for complainant continues with his examination of you I have some papers, sub-contracts, which I desire to offer in evidence with the Master's permission, and I will ask you to take this bundle of contracts and state in reference to each with whom the sub-contract was made, and briefly for what purpose and the contract price. A. The first contract I have here is made on the 31st of March, 1913, with Thomas J. Cullen Plumbing Company, for the complete installation of the plumbing and gas fitting for the Beaumont apartment, and the amount of this contract is $3,278.00.

MR. LEWIS: I offer this sub-contract in evidence.

Marked Exhibit D-43.

Sub-contract made the 14th day of March, 1913, with the Fagen Iron Works, a corporation, and provides to deliver, set and paint all structural and ornamental iron work for the Beaumont apartment, and the amount of this contract is $1,000.

MR. LEWIS: I offer this sub-contract in evidence.

Marked Exhibit D-44.

Sub-contract made the 14th day of March, 1913, with the E. H. Nate Company, a corporation, provides for the complete installation of the steam heating for the Beaumont apartment, and the contract price is $1,400.

Sub-contract offered in evidence and marked Exhibit D-45.

Sub-contract dated May, 1913 (the actual date seems to have been left out) with Watson-Flagg Engineering Company, a corporation, provides for the complete electrical work for the Beaumont Apartments, and the amount of this contract is $1,000.

Sub-contract offered in evidence and marked Exhibit D-46.

Sub-contract with the Mayer & Bez Stone Company, dated March 20th, 1913, provides for all the work necessary to furnish and deliver all cut stone including blue stone sills for all the side and rear window sills and to set the stone in connection with the doorways of the first story balcony and second story balcony, and the contract price is $900.

Contract offered in evidence and marked Exhibit D-47.

Another sub-contract with W. H. Gitchsmidt, dated the 14th day of March, 1913, provides for all the work in the completion of the composition roofing and sheet metal roofing for the Beaumont apartment, and the amount of the contract price is $500.

Contract offered in evidence and marked Exhibit D-48.

Another sub-contract made the 2nd day of August, 1913, with Newark Mantle and Furniture Company, provides for the completion of all marble and tile work of the Beaument apartment, and the contract price is $675.00.

Contract offered in evidence and marked Exhibit D-49.

Another sub-contract made on the 18th, day of

April, 1913, with the J. J. Wallace Company, and provides for the work in the erection and completion of all stairs for the Beaumont apartment, and the amount of this contract is $528.

Contract offered in evidence and marked Exhibit D-50.

An order by the G. B. Beaumont Company to J. J. Wallace Company, dated June 24, 1913, which reads—"Gentlemen: With reference to the Beaumont apartment, we hereby accept your estimate of June 18th, amounting to $27. to make necessary changes of platform made necessary on account of change of location of windows. Very truly, G. B. Beaumont Company."

Order offered in evidence and marked Exhibit D-51.

Another sub-contract made the 18th day of April, 1913, with Leonard Sheet Metal Company, Incorporated, provides for all the work for the completion and installation of all the Kalamein work, including door frames, door jambs, stops, molding, trim, and to furnish all hardware work for dumb waiter doors and to supply all hardware in connection with this work for the Beaumont Apartment, for $238.00.

Contract offered in evidence and marked Exhibit D-52.

Another sub-contract made April, 1913 (the exact date is omitted), with Woodhouse & Company, a corporation, provides for the work for the completion of interior and exterior work, including all windows, door frames, sash, all doors, windows, door jambs, stops, trim, saddles, strikers, base, picture molding, shelving, cases, wardrobes, paint the back of all trim, jambs, bases, etc.

throughout the building one coat of mineral and oil paint; provide solid brass face pulleys for sash cord; provide all mirrors in doors and on walls and on doors of vestibules of basement, and do all glazing for the Beaumont apartment. The amount of this contract is $2,715.

Contract offered in evidence and marked Exhibit D-53.

Another sub-contract with J. B. McCoy & Sons, dated September 8th, 1913, provides for furnishing and installing all lighting fixtures for the Beaumont apartment, and the amount of this contract is $750.

Contract offered in evidence and marked Exhibit D-54.

Another sub-contract made the 18th day of April, 1913, with the Storm Manufacturing Company, a corporation, provides for the installation of two automatic lock dumb waiters for the Beaumont apartment, and the amount of this contract is $170.

Contract offered in evidence and marked Exhibit D-55.

Another sub-contract made the 4th day of April, 1913, with the Robert E. Mackey, a corporation, provides for all the work for the completion of all painting and hardwood finishing of the Beaumont apartment, and the amount of this contract is $1,400.

Contract offered in evidence and marked Exhibit D-56.

Another sub-contract made the 4th day of April, 1913, with the Robert C. Mackey Company, a corporation, provides for the completion of the

painting and paper hanging of the Beaumont apartment, and the amount of this contract is $550.

Contract offered in evidence and marked Exhibit D-57.

MR. LEWIS: Has the solicitor and counsel for the complainant had these sub-contracts for examination?

MR. DECKER: Yes, for a week or more.

Q. I show you a postal card purporting to be from Mrs. E. P. Shaw, 27 Duncan Avenue, Jersey City, asking you to call and see her, did you receive that card? A. I did.

Q. In what connection was that? A. In connection with the proposed proposition for the building of an apartment.

Q. When did you receive that? A. I received that on July 16th, 1912.

MR. LEWIS: I offer this card in evidence.

Card marked Exhibit D-58.

Q. I show you a receipt from Mrs. Eleanor P. Shaw, dated April 21, 1913, given to G. B. Beaumont Company, being a receipt for sixty dollars, six months interest on mortgage of Myrtle Avenue, Jersey City, signed by Dominico de Lasalle, what mortgage was that? A. That is one of the two mortgages for two thousand dollars given at the time of signing the contract. We agreed to give Mrs. Shaw what interest accrued on those mortgages after we received them.

MR. LEWIS: I offer this receipt in evidence.

Receipt marked Exhibit D-59.

Q. I show you another receipt for sixty dollars, dated April 24, 1913, in connection with what mortgage was that? A. That was the other two

thousand dollar mortgage given at the time of the signing of the contract.

Q. Are these the two mortgages which went to make up the nine thousand dollars added with the five thousand dollars cash? A. Yes, sir.

Receipt offered in evidence and marked Exhibit D-60.

Q. Was that in accordance with your contract with Mrs. Shaw? A. It was, except that the mortgages mentioned in the contract were to be paid off—the last one perhaps in May, but it was discovered later that it came due in September or the latter part of August, somewhere about there, and of course we didn't have the money as soon as we expected by the terms of the contract.

Q. That is you had to wait longer for the payment of the principal to you? A. Yes, sir.

Q. Out of which this interest accrued? A. Yes, sir; but we didn't keep the money from the time that the contract provided for, which was about thirty-six dollars, but that was paid to Mrs. Shaw. The contract provided that the last mortgage be paid off in about May, and the interest received on the mortgage after that time was paid to Mrs. Shaw.

Q. I will ask you this; did you pay to Mrs. Shaw all the interest received on those two mortgages? A. Yes, sir.

Q. I show you a letter purporting to be from Eleanor P. Shaw having no date, but is addressed to you; will you tell us when you received that letter? A. That letter was received by us on September 13th, 1913.

Q. It makes a request for the payment of insurance to the Craigs, did you pay that insurance? A. I can't answer that. 1913—yes, we did pay that.

Letter offered in evidence and marked Exhibit D-61.

Q. I show you another letter from Eleanor P. Shaw addressed to you, when was that received? A. This letter was received by us November 14, 1913.

Q. What is the purport of that letter? A. This letter says: "My dear Mr. Beaumont: To help you in selecting the paper for my apartment, I would say my living room is green and mahogany and my dining room green and brown with oak furniture." This letter refers to the selection of paper for Mrs. Shaw's apartment which she asked me to select for her before moving into it.

Q. Did you comply with the request? A. I did.

Letter offered in evidence and marked Exhibit D-62.

I might add that Mrs. Shaw didn't like my suggestion as a whole, and afterwards had the dining room and living room changed, which cost extra money and I believe it is charged in her regular account.

Q. I show you a card from Eleanor P. Shaw, addressed to you dated February 4th, 1914, did you receive that card? A. We did.

Q. And for what purpose was that card? A. This card says—"My dear Mr. Beaumont: Will you kindly forward check for $200., as I am in very urgent need of it by the 7th of this month. Sincerely, Eleanor P. Shaw, February 4th, 1914."

Q. Did you furnish that money? A. I can't say, Mr. Lewis, as to this particular amount. Of course we did furnish her with money from time to time, but just whether the exact amount that is in this card or not, I can't say off-hand.

Q. But whatever money you furnished in con-

nection with the card would be included in the $1,400? A. Yes, sir.

Card offered in evidence and marked Exhibit D-63.

Q. I show you a letter purporting to be from Eleanor P. Shaw addressed to you and dated February 24, 1914, and ask you if you received that letter? A. We did.

Q. And the purport of it? A. "My dear Mr. Beaumont: Please send me a check for at least one hundred dollars as I have just 74 cents to my credit and am most awfully in debt. Sincerely yours, Eleanor P. Shaw, 2688 Boulevard."

Letter offered and marked Exhibit D-64.

Q. I show you another letter dated March 6th, 1914, from Eleanor P. Shaw, addressed to you and asking for one hundred dollars, did you get that letter? A. Yes, sir.

Q. And pay her the money? A. I can't say about the exact amount of money that was paid in connection with that letter.

Letter offered in evidence and marked Exhibit D-65.

Q. I show you another letter from Eleanor P. Shaw addressed to you dated May 30th, 1914, asking for two hundred and fifty dollars, did you get that letter? A. We did.

Q. Did you respond to it? A. Well, I can't answer that in detail as to just what we did with it, but every one has reference to the accounting, and in connection with these letters we paid fourteen hundred dollars in all.

Letter offered in evidence and marked Exhibit D-66.

Q. I show you another letter from Eleanor P. Shaw addressed to you and dated 7/9, 1914, asking for one hundred dollars, did you get that letter? A. Yes, sir.

Letter offered in evidence and marked Exhibit D-67.

Q. I show you another letter from Eleanor P. Shaw, addressed to you, dated 9/18, 1914, and asking you to send check for interest to Mrs. Craig at Glen Spa, did you receive that letter and did you attend to the request? A. We received the letter and I see on the back of it in my handwriting "Make out a check", and I presume we did. Of course the accounting will show whether there was a check at that time.

Letter offered in evidence and marked Exhibit D-68.

Q. I show you another letter from Eleanor P. Shaw, addressed to you dated 1/1, 1915, and asking for a check for at least one hundred and fifty dollars, and wishing you a prosperous and happy New Year, did you receive that letter? A. We did.

Q. And of course you complied with the request? A. I don't know whether we sent anything on that letter or not, but the account will show whether there was any money paid at that time.

Letter offered in evidence and marked Exhibit D-69.

Q. I show you a letter from Eleanor P. Shaw, addressed to G. B. Beaumont Company, dated September 23, 1913, extending the time for completion of the building to October 1st, 1913, did you receive that letter? A. Yes, sir.

Q. What necessity was there for the extension

of the time which Mrs. Shaw so graciously granted? A. Why we were not able to borrow money, to proceed with the building, as fast as we thought we could. In other words we had to go a little further and practically were not able to borrow slower and practically were not able to borrow money.

Q. You mean on the property? A. Yes, sir—which was provided in the contract.

Q. And as Mrs. Shaw did not have the ready money with which to supply you for the completion of the building were you then obliged to borrow it on the basis of the property? A. Yes, the contract provided for that.

Q. Either by mortgage or by sale of property? A. Yes, sir.

Letter offered in evidence and marked Exhibit D-70.

Q. I show you a letter from Eleanor P. Shaw, addressed to G. B. Beaumont Company, dated October 16th, 1913, authorizing you to sell a plot of land fronting on Highland Avenue, 25 feet in width by 142 95/100 feet in depth, for the sum of $3,500, did you receive that letter? A. Yes, we did.

Q. Did you make that sale? A. Yes, sir.

Q. To whom? A. This letter says—"I hereby authorize the sale of certain plot of land situate on the south side of Highland Avenue, Jersey City, New Jersey, beginning one hunded feet west from the Boulevard and extending twenty-five feet on Highland Avenue, and extending from Highland Avenue to a depth of 142 95/100 feet more or less, for the sum of $3,500, to such person and in such a manner as may seem advisable to you; such cost as may be incurred therewith to be added to the contract allowance and to be paid in accordance with same."

Q. To whom did you sell that property? A. To Robert M. Hughes.

Q. For the price there stated? A. Yes, sir.

Q. And did you credit the purchase money to Mrs. Shaw's account? A. Yes, sir.

Letter offered in evidence and marked Exhibit D-71.

Q. I show you another letter from Eleanor P. Shaw, addressed to G. B. Beaumont Company, dated September, 29, 1913, did you receive that letter? A. We did.

Q. What was the purpose of that letter? A. This is as follows: "I hereby authorize the sale of a certain plot of land situate on the southeast corner of the Boulevard and Highland Avenue, Jersey City, New Jersey, 35 feet on Boulevard and 100 feet on Highland Avenue, for the sum of $9,000., on such terms and in such manner that may seem advisable to you, such cost as may be incurred in connection therewith to be added to the contract allowance and to be paid in accordance with same."

Q. (The Master.) She signed these deeds, didn't she? A. Yes, sir. The contract provided for the sale of this land, but our idea in getting this letter was to avoid any dispute afterwards as to the land and the amount they were sold for.

Letter offered in evidence and marked Exhibit D-72.

Q. To whom did you sell that land on the corner of Highland Avenue and the Boulevard? A. To Mrs. Katie Noe.

Q. At what price? A. The amount stated in the letter, nine thousand dollars.

Q. Did you credit Mrs. Shaw's account with the money received from that sale? A. Yes, sir, we did.

Q. And does that appear in the account as you have rendered it? A. It appears in the account that we have rendered.

Q. I show you another letter from Eleanor P. Shaw, to G. B. Beaumont Company, dated October 15th, 1913, what is the purport of that letter? A. This letter reads as follows: "I hereby authorize the sale of a plot of land three feet front and rear by one hundred feet deep on each side and adjoining the plot 35 by 100 feet mentioned in my letter dated September 29th, for the sum of six hundred dollars, on such terms and in such manner as may seem advisable, such cost as may be incurred in connection therewith to be added to the contract allowance and to be paid in accordance with same. (Signed.) Eleanor P. Shaw."

Q. You received that letter? A. Yes, sir.

Q. And did you make the sale? A. Yes, I did.

Q. To whom? A. To Mrs. Katie Noe.

Q. What was the total amount received from Katie Noe for the two pieces of land? A. $9,600.00.

Letter offered in evidence and marked Exhibit D-73.

Q. Did you credit this additional amount to Mrs. Shaw? A. Yes, it is all credited together, I think, because these contracts were made before the deed and it was all deeded as one plot.

Q. And the total credited was what? A. $9,600.00.

Q. Does that appear in the account you have rendered? A. Yes, it does.

Q. And you have stated, if I recall correctly your testimony, that the proceeds of sale went towards paying encumbrances on the property sold? A. Yes, sir.

Q. And partly for taxes and partly towards the

construction of the building? A. Yes, sir, what was left after the other encumbrances were paid.

Q. In endeavoring to obtain loans on the property—I show you a letter from the G. B. Beaumont Company addressed to Mrs. Eleanor P. Shaw, dated February 4th, 1913, and ask you if that is a copy of a letter you sent to Mrs. Shaw? A. That is a copy of a letter sent to Mrs. Shaw under date of February 4th, 1913, which was before the signing of the contract of February 26th, which was previously referred to.

Q. Generally that letter informs Mrs. Shaw what—that you had applied to whom? A. To Mr. Alex McKenzie for a loan.

Letter offered in evidence and marked Exhibit D-74.

Q. Did you make the request for a mortgage loan in accordance with the request of that letter? A. This is a letter from us to Mrs. Shaw, there was no request in this, the request was verbal.

Q. Had Mrs. Shaw suggested that you apply to these people for a loan? A. She had.

Q. And you applied to them and failed to get it? A. I went to the office but I didn't see Mr. McKenzie, but I saw Mr. Hallinger.

Q. And you made application for the loan and failed to get it? A. Yes, sir.

Q. And did that letter inform Mrs. Shaw of the failure? A. Yes, sir.

Q. And the reasons for it? A. Yes, sir.

Letter offered in evidence and marked Exhibit D-74.

MR. LEWIS: Now, Mr. Decker, you can continue your cross examination.

RECESS.

CROSS CONTINUED BY MR. DECKER:

Q. Mr. Beaumont, did you assist in making up these statements Exhibits D-30 to D-41? A. No, I did not.

Q. Have you knowledge of their contents? A. I looked over them after they were made up.

Q. Did you find anything wrong with them? A. No, I don't know that I did.

Q. Why is the credit of $500., check received from Mrs. Shaw, applied on the statement No. 1? A. I presume that statement No. 1 takes the first part of the work that was done—covers the first part, on which the $500. was paid on account.

Q. You mean the work that was done prior to August 27th, 1912? A. Yes, sir.

Q. And this $500. was paid on account of that work? A. Yes, sir.

Q. Now as a matter of fact was it not paid on account of the contract price? A. Well it may have been a contract, there was a verbal contract made back in April for work in connection with Duncan Avenue.

Q. And it was on account of that contract price, do you think? A. Yes, sir, it was on account of the work done on Duncan Avenue and following up to the purchase of the Craig property. It may have included some little—I don't know whether it covered any that was done afterwards or not. That is whether there was any plans that was made at this time that was used afterwards in connection with the final building.

Q. Prior to August 27th, 1912, the work for which you have charged on the payroll was done by yourself and Mr. Rowan and Mr. Stanley, was it not? A. I can't answer that positively, I should say my time would be the greatest part of it.

Q. Did you have any workmen employed in doing any construction work? A. No, sir, not prior to that time.

Q. Your car fares were spent going between New York and Jersey City to see Mrs. Shaw? A. Yes, sir.

Q. And your telephone calls during that same period were for what? A. They may have been in trying to secure loans or telephones to Mrs. Shaw, or whatever was necessary.

Q. On June 20th, 1912, Mrs. Shaw wrote you a letter in which she said that she had sold the property to Mr. Green and "am ready to compensate you for your services up to date", what reply did you make to that, being Exhibit D-5? A. I don't remember of ever making any reply to it. Following that went right on looking for other property to build on—for the purpose of finally building a building, which we did.

Q. You told me at the last hearing in answer to my question that the entire decorating was provied for in the specifications and in your contract with Mrs. Shaw, do you recall that? A. If I told you that there is not any question about it —you have the testimony there.

Q. Is that so? A. Yes, that is so.

Q. And that you had gone ahead and decorated the interior of the house—and by decorating I mean both painting and papering, under the authority of a letter dated June 24, 1913, signed by Mrs. Shaw, wherein she authorized you to make such arrangement as may be necessary in connection with the furnishing of the apartment. A. That was simply a confirmation of a verbal order that was given long before.

Q. When was this verbal order given? A. That was shortly after the signing of the contract.

Q. How soon after the signing of the contract?

A. I can't answer you exactly. Each order that we have, in almost every case—I think I could say every case, a verbal order was given and a letter simply covered it in writing afterwards.

Q. You don't know how soon after the signing of the contract she gave you this authority which you say was confirmed by letter D-21, do you? A. Well I should say it was within a month, because the conversations as to what we were going to do, a great many of them, followed immediately after the signing of the contract, that is as to how we would proceed and different little details that naturally follow a contract.

Q. Was this in one conversation or in several conversations, as you recall? A. I don't remember that.

Q. You told her that the interior decorating of the house was not provided for in the specifications, didn't you? A. I don't remember telling her whether or not at this time it was or was not, decorating is not a part of the building.

Q. By decorating what do you mean? A. Decorating consists of work other than the painting of woodwork both inside and outside. Well, I should say that is perhaps about all it covers. The decorating as I understand it is the interior painting of the house which covers the walls with something for the purpose of decorating. In other words the contract is for just the naked plaster walls; that is as far as the building contract went.

Q. The decorating covers both the interior painting and paper hanging? A. Yes, sir, other than the woodwork.

Q. What painting can there be other than the woodwork? A. It may be on the walls or ceilings instead of papering some particular place we might paint it, and that we would consider decorating.

Q. But you would not call painting the interior woodwork decorating, would you? A. No, sir, because that is in the building contract.

Q. So that the decorating included just the paper hanging and the painting of the walls? A. Yes, sir.

Q. You don't know whether you told Mrs. Shaw that was not included in the contract figure, do you? A. I don't remember at this time telling her that it was not, but I would say this, that Mrs. Shaw had a set of the plans and specifications when she lived on Monticello Avenue and she had them I think until the contract was signed and until such time as I needed the plans for the sub-contracts. We were a little short and we asked Mrs. Shaw if we could have her set to use.

Q. How long did she have them? A. I don't konw, I should say about a month.

Q. These plans and specifications were those the house was built on? A. Yes, sir. Perhaps three weeks might be nearer it.

Q. Did you tell her during the course of these conversations what the furnishing of the house meant? A. I don't know that I did, that I used the word furnishing.

Q. What word did you use in talking to her? A. The first that I remember of talking about renting the apartment was shortly after the contract was signed, and in seeing about getting the apartment rented before hand I think during the summer I went to see a number of people, and following that we talked over about the furnishing of the house—for instance carpets—

Q. Following what? A. Following the first conversation.

Q. How long after the first conversation? A. I don't remember.

Q. Was it in the summer time? A. I don't

remember, that is about the best answer I can give.

Q. Well what was this conversation about? A. I think I have given that.

(Answers read.)

A. Carpets, shades, ice boxes, and after the building was completed I asked Mrs. Shaw about the screens and awnings.

Q. Was this conversation about the carpets and the ice boxes and shades before or after the letter of June 24th, 1913, was written? A. I should say it was before.

Q. You made a contract with Mackey & Company on the 4th of April, 1913, to pay them $1,400. for all painting and hardwood finishing of the Beaumont apartment, was this for the interior or the outside of the house? A. Doesn't that say? That is exterior and interior painting of the wood work. I think the specifications cover that point in detail as to just what that covers.

Q. You paid to the Mackey Company $1,400. on the 23rd of September, 1913, did you not? A. I don't know, the accounting shows when it was paid. (Referring to account.) Yes, that is what is shown by the accounting.

Q. On the fourth of April, 1913, you made another contract with the Mackay Company to pay them $650 for the completion of the painting and paper hanging of the Beaumont Apartment, consisting of the ceilings and walls of hall, private halls, dining rooms, living rooms, bed rooms, cellar and walls of janitor's apartment, one coat of size and kalsomine, stair-hall size and two coats of keystone; the wall paper of living rooms, dining rooms and hall, 60 cents per single roll; wall paper of private halls and bed rooms, 35 cents per

single roll; what did this include, Mr. Beaumont? A. What do you mean by what did it include?

Q. Does that include the same work that you provided for in the $1,400 contract made on the same date? A. Certainly not; the specifications provide for the painting of the wood work and is covered by the contract.

Q. What contract? A. Of $1,400; and the other contract shows what it covers.

Q. This is interior work, is it not? A. Yes, sir.

Q. And this is not included in the specifications? A. No, sir.

Q. Well then why do you say in here as shown by the drawings and described in the specifications provided by Charles E. Birge of New York? A. The drawings by which this building was to be built were prepared by him, and that is the building we expected this work to be done in. These drawings show the size of the rooms and the amount of wall space to be covered.

Q. But what about described in the specifications? A. The specifications describe the building to be built on the Boulevard and Highland Avenue.

Q. Then you say this phrase "as shown in the drawings and described in the specifications" applies only to the building? A. The specifications show what work is to be done by them. They have to read their contract and see what it covers on the plans.

Q. So that when it enumerates the work in this sub-contract and says, "As shown on the drawings and described in the specifications," drawings and specifications only describe the building, is that it? A. Why they describe many things, but as far as this work was concerned that is all it did.

Q. You paid Mackay & Company the $550, didn't you? A. I guess we did; whatever the accounting here shows.

Q. On September 23rd, 1913? A. Does it say September 23rd?

Q. Yes, September 23rd, 1913. On December 9, 1913, you paid Mackay & Company $21 for extra work painting; what was that extra work? A. What was that date?

Q. December 9th, 1913. A. Mackay had about two or three extras; one I think was redecorating walls of Mrs. Shaw's apartment and one was painting some dressers in the kitchen, which was extra, in accordance with letter from Mrs. Shaw; and another for painting some pipes in the linen closets, which was not provided for in this contract for interior work.

Q. Then you paid on August 4th, 1914, $25.30 for papering an apartment; what apartment was that? A. Offhand I should say that was Apartment 41, which was vacated by the tenant. I think that is the apartment that Mr. Leaming is occupying at this time on the fourth floor, Apartment 41.

Q. On September 16, 1914, you paid $13.60 for wall paper for the Leaming apartment? A. Well, without having any better information before me I would say perhaps the first item covers the labor, which was done by I think Mr. Brown, and the other covers the wall paper, which was purchased in New York.

Q. On October 6th, 1914, you paid $39 for painting and papering the Leaming Apartment; was that the same apartment? A. Well, if that is so, I may be wrong on the other. The itemized statement shows on August 4th re-papering apartment No. 10.

Q. What was the reason for re-papering that apartment? A. The only re-papering I remember at this time, that is Mrs. Shaw's apartment, was I personally selected the paper for her, but she didn't like it and decided to have it re-papered.

Q. Was apartment No. 10 her apartment? A. Yes, sir. She went over and picked out the paper herself and we purchased it and put it on.

Q. The letter that Mrs. Shaw wrote to you about papering her apartment was dated November 14th, 1913? A. Yes, sir; that is the first papering?

Q. This letter was about the first papering? A. Yes, sir, before she moved in the apartment.

Q. So then on August 4th, 1914, she had it re-papered? A. It must have been re-papered prior to that time.

Q. September 16, 1914, you paid $13.60? A. for papering apartment No. 41, $13.60. This is the apartment which is occupied by Mr. Leaming.

Q. And on October 6th, 1914, you paid $39? A. Re-papering Apartment 41—balance due Ferber. He was the man who papered that particular apartment.

Q. And then the same day you paid him $8.75? A. Well this detailed statement shows $8.75 being the only payment made on that day.

Q. Then what was the $39 paid for on that day? A. This statement doesn't show that. October 3rd here, re-papered Apartment 31, Ferber $39.

Q. Then on October 6th you paid him $8.75 for the same apartment, didn't you? A. That was the balance due him, $8.75.

Q. And then you paid $1.68 on October 9th? A. Sometimes in paper like everything else you

might get a little short and you will have to get enough to finish.

Q. Did Ferber do this work under contract? A. Yes, sir.

Q. Where is your contract with him? A. Well, we accepted his bid to do the work; I don't know whether it was verbal or in writing.

Q. You have not been able to find any writing with him? A. Of acceptance.

Q. Yes. A. I have not looked for that particular contract.

Q. What was the reason for papering and painting the Leaming apartment at this time? A. If a tenant lives in an apartment a year, another tenant won't move in there with the same paper on the wall, as a rule, and Mr. Leaming agreed to take the apartment if we would do whatever papering he required us to do. I talked it over with him and he took a two years lease of it with that understanding. That is why the painting and decorating is not in the building contract, because every time a tenant moves out and another moves in you have to do a certain amount of painting and decorating to clean it up. They will not move in it otherwise.

Q. Did your contract with the Fagen Iron Works include all iron work in the building? A. I think it states there that it includes all structural and ornamental.

Q. Where were these two beams that Fagen agreed to allow you $17 for? A. They came out of the old Craig residence. The allowance of that amount from him was more than I was able to sell it to any one else for.

Q. You paid Fagen eight dollars on March 8th, 1914, for railing for Court No. 2; where is Court No. 2? A. That is the side next to Highland Avenue, where the areaway is there.

Q. The back of the house or the front? A. It is on the side.

Q. Where does this railing run? A. Right along the top of the wall, from the dining room window to the rear of the house.

Q. Is there a court on the other side of the house? A. There is a court there, but it is not excavated as this one is. This one is excavated in order to give light and air to the janitor's apartment as required by law.

Q. You are making this as an extra charge against the complainant? A. Yes, sir.

Q. Why is it not included in the contract? A. Because it is not included in the contract.

Q. Why not? A. Well, if we had been able to do something with the adjoining property or had secured somebody to build there we would not have to put a rail there; but not being able to sell it we had to protect the court. It was something we didn't contemplate. The date that counsel has been referring to with regard to rail at court is March 9th and not March 8th.

Q. On April 30th, 1914, you paid Fagen $39 for railing for court; what court was that? A. Court No. 2.

Q. So that those two payments were for the same railing? A. The first one didn't say Court No. 2.

Q. But are they for the same? A. No, sir, they are not. You read the first as Court No. 2.

Q. What is the first court? A. It just says court.

Q. What court? A. I presume from the looks of it there it may be a court in the front. The first one calls for one panel rail at court, $8.00; it doesn't say what court.

Q. Don't you know what court? A. No, sir.

The second one is April 30th, and it says for galvanized iron railing at Court No. 2.

Q. How many courts are there at the building? A. There are two.

Q. Where are they? A. One is on Highland Avenue side and the other is on the opposite side.

Q. So that both of these railings being for courts they must have gone to either one or the other? A. Yes, sir.

Q. Have you got an entranceway to the basement of the building from the sidewalk? A. Yes, sir.

Q. Won't you describe that entrance; where does it go? A. It goes into the basement.

Q. Right from the sidewalk? A. Yes, sir.

Q. Is there a railing around it? A. Yes, sir.

Q. And that leads from the sidewalk down to the basement of the building? A. Yes, sir, to the basement floor.

Q. Is that entrance shown on the plans? A. I believe so.

Q. Did you build the entrance from the street to the cellar in accordance with these plans? A. We did.

Q. What was the cause of your trouble with the Boulevard Commissioners over the entrance? A. Because they requested us to remove it because of its projecting on the sidewalk.

Q. And did you remove it? A. We did.

Q. And then what did you do with it? A. We moved the railing and changed the steps to lead right straight down instead of around as we had it marked on the plans and specifications.

Q. What did this change cost? A. I don't know. We had a separate contract.

Q. Have you charged that to the complainant? A. We have.

Q. What right had you to charge it to the complainant? A. We drew a set of plans and submitted them to the Building Department of Jersey City and they were approved, and we naturally assumed that they were in accordance with the requirements when they passed them and gave us a permit, but after we got the building up the Boulevard Commissioners questioned it and required its removal and we didn't consider that as an oversight or fault of the G. B. Beaumont Company.

Q. Where is that charged? A. It is just a small charge.

Q. Was there a charge for making that change? A. No, except whatever labor there was; it went right in with the rest of the building.

Q. That was not kept separate? A. No, sir; it consisted in changing about two or three concrete steps and making them to run down straight and removing the iron rail that was there.

Q. How long did it take the men to do that? A. I don't know.

Q. Have you any idea at all what the cost of that was? A. No, sir, I never kept track of that.

Q. What did you do with that iron rail? A. I don't know whether it is on the job there or whether it was disposed of.

Q. What was it worth? A. I never estimated it.

Q. Did you buy an iron rail to put there after the change? A. There is no iron railing there now.

Q. Did you submit your plans and specifications to the Boulevard Commissioners and get their approval? A. No, sir; we didn't.

Q. (Mr. Lewis) About what would that change cost in your estimation as a builder? A. About fifteen or twenty dollars I should say offhand.

Q. What do you base that on? A. I base it on my judgment as a builder.

Q. Did you ever make any such change before? A. I don't know that I ever made any just like that.

Q. Did you ever build any apartment houses before this one? A. I think I have.

Q. Where? A. What do you want to do now?

Q. I have a right to examine your qualifications if you want to give an answer as an expert. A. Well one we built was Park Avenue and 61st Street, New York. You ask me for my personal experience now?

Q. I am asking for your personal experience. Did you keep an acount of that work so you knew the cost of it? A. What work?

Q. At Park Avenue and 61st Street? A. No, sir. If you are trying to get a line on the concrete steps, I have been building for a good many years—about twenty, and I have built all kinds of buildings in a good many places and I have had lots of experience with concrete steps and all the things that go in a building.

Q. (Mr. Lewis) Then tell us what these concrete steps would cost and the rail? A. Well, I did tell, Mr. Lewis, about what the change would cost—about fifteen or twenty dollars. I don't generally figure that way, offhand, but I take the number of feet or tons of whatever there is and figure it out.

Q. You made a contract on the 14th of March with W. H. Gutchsmidt to pay him $500 for the roofing of this apartment house, and you paid him on December 8th an extra payment of $35.72; will you tell me what that is for? A. It doesn't say here just what that covers. Mr. Gutchsmidt had one extra to put in—a ventilator in the rear

of the building, and another little extra to do some copper work on the cornice.

Q. You don't know what that was for, do you? A. We gave him one extra for the tile, but I think that was embodied in the contract afterwards. That is about the only extras I recall at this time.

Q. Did you say that this payment was for extra items of work that you have mentioned? A. I am not sure of it.

Q. Your contract with Woodhouse & Company provides that they should be paid $3,715 for the work enumerated therein. In your book of account of October 3rd, 1913, you have an item of Woodhouse & Company, glass allowance $97.00; what does that mean? A. That was for plate glass which the sub-contract provided for, but which was not put in.

Q. And then the complainant is credited with the item of $97.00? A. Yes, sir.

Q. Did you afterwards buy plate glass? A. No, sir.

Q. You didn't put it in at all? A. No, sir. They allowed us a credit of that amount. Woodhouse through some error got the double thick glass instead of plate glass and it was put in there at the time and it would have been a delay to change it, and we took it up with him and he made that allowance.

Q. (The Master) On the 20th of September, you paid Woodhouse & Company $2,413.25; was that in full of the contract? A. No, sir, the contract was $2,715, I think; that is the contract price. There would still be a little more due then.

Q. Then you paid them on the 30th of June, 1913, $301.75; that made with this payment of September 20th a payment in full, did it not? A.

I would have to look through the account to see just what it was.

Q. (The Master) Did you pay Woodhouse in full this amount that you have here? A. Yes, sir.

Q. And then he repaid you the $97.00? A. Yes, he gave us credit for the $97.00.

Q. Credit on these books? A. No.

Q. Did you pay him $2,715 in cash? A. Well, Mr. Decker, I should say we paid him— You don't have to go very far for that. Here are the checks here that give the payments.

Q. But did you pay him the full $2,715? A. I should say we paid him whatever this statement shows we paid.

Q. (The Master) But did you pay him $2,715, as this statement shows by two payments? A. I would have to refer to the checks to answer that definitely.

Q. (Mr. Lewis) Well, refer to them?

Q. (The Master) The first check would have been June 30th, 1913, according to this account; can you refer to the stubs? A. I have here some cancelled checks which provide for payment to Woodhouse & Company. The first one is for $102.02, dated May 16th, 1913; the second one dated June 16, 1913, $97.73; July 15, 1913, $102.00; September 18, 1913, $425; October 17, 1913, $800; November 20, 1913, $400; December 16, 1913, $500; July 25, 1915, $125. The last check has a note on the bottom, "Payment in full of contract and extra, Beaumont Apartment, Jersey City, N. J.," and receipt following that for the same amount.

Q. Is that all the payments you made to them on their contract? A. Why I stopped looking when I found that, assuming that was all of them.

Q. Well then this account when it was made was not made up with the checks or the actual payments, but it was made up by taking the amount of the contract and credit? A. In a subcontract very often we would put the charge in.

Q. That is the way this account was made up? A. Yes, sir, because that is a fixed sum and any change made from that is either a deduction or an addition to that contract by some agreement. When we paid this $125 to Woodhouse & Company on June 25, 1915, I told Mr. Woodhouse just how the thing stood, and that this thing was in court and we didn't know just when it would be settled, and Mr. Woodhouse agreed to take that figure, $125 as settlement. I think there was due him on the contract at that time one hundred and eighty some odd dollars, and he agreed to take $125 in cash at that time.

Q. Which was this last check? A. Yes, sir.

Q. It was not made then as shown in the account? A. No, sir, it was not. In our first detailed statement which was handed to Mr. Insley, it shows unpaid bills of certain things. This unpaid bill is in with them.

Q. When this accounting, D-6 was put in evidence and handed to me on October 25th, 1915, that amount had not been paid—the $125? A. Yes, sir, that was paid last summer. The first accounting that was handed in that showed unpaid bills—Woodhouse & Company balance on contract, $187.54, and I settled that with Mr. Woodhouse for $125. Right after that, because I didn't deposit the money in the joint account, Mr. Decker applied to the vice-chancellor for a receiver to take charge of the property, and after he was denied the receiver he agreed that I was right in paying that $125 and agreed to pay it

out of the joint account, which we did, in order to reimburse us for the $125 out of that account.

Q. This account of yours is incorrect then in regard to the amount paid to Mr. Woodhouse? In the account you say that you paid Mr. Woodhouse the full amount of the contract, $2,715? A. That is the charge in there.

Q. But is that right? A. Yes, sir.

Q. You gave them credit on that account of $97? A. Yes, sir.

Q. Also $187.15? A. Yes, sir.

Q. On June 30, 1913, the account you rendered to us shows that you paid $301.75 to Woodhouse, and on September 20, 1913, you paid $2,413.25 to Woodhouse, does it not? A. Yes, it does.

Q. The total of those two charges is the sum of $2,715, the full amount of the contract price, is it not? A. Yes, sir.

Q. Now from that amount the complainant was entitled to a credit of $97.00 for material and labor that Woodhouse agreed to furnish, but didn't furnish? A. Yes, sir.

Q. And that was for plate glass? A. The substitution of double thick for plate glass.

Q. And where was this glass substituted? A. In front of the building.

Q. In the doors and windows? A. In the windows.

Q. In the statement rendered by you to the complainant you show that $187.54 is withheld from Woodhouse & Company as the balance on the contract? A. Yes, sir.

Q. And what was that withheld for; was that in addition to the $97.00? A. Yes, sir, that was for mirrors. The mirrors that they put in appeared to be a little specked and we withheld the money until Woodhouse had the glass man take and replace the defective mirrors.

Q. So that they have all been replaced? A. No, sir, the ones that were condemned.

Q. Well you specified what glass they were to put in, did you not? A. What do you mean—first or last?

Q. Last? A. Yes, sir.

Q. And then you compromised with Woodhouse by paying them $125 in settlement of this item of $187.54? A. Yes, sir.

Q. And that $125 was paid out of the joint account in the Bergen & Lafayette Trust Company in July of last summer, was it not? A. Yes, sir.

Q. (The Master) And that is contained in the supplemental sheet now brought here? A. Yes, sir.

Q. So that in addition to the credit of $97 against this sum of $2,715, which you have charged us as being paid; we are entitled to a credit of $187.54, are we not? A. Oh, no.

Q. Why not? A. You are entitled to the difference between $125 and $187, this is on this and the $97 and something. Taking the difference between these two amounts as credit would make up the difference between the checks and the amount of the contract.

Q. You on this account charge us with $2,715 for these two items of June 30th and September 20th, and you charge us as having paid this sum on September 20th, 1913, when as a matter of fact you did not pay it on that day? A. We paid some before that date and some after that date.

Q. You had not paid $2,715 before that date, had you? A. I don't think we had according to the checks there.

Q. You didn't pay the balance of that until the Summer of 1915, did you? A. Yes, that is right.

Q. And that balance was paid out of the funds which were created from the rents of the property, was it not? A. Yes, sir.

Q. And it was not paid with moneys advanced by you, was it? A. We advanced the money to pay the bills and afterwards you reimbursed us out of the joint account.

Q. Your contract with the Cullen Plumbing Company provided that the plumbing should be done for $3,278. What was the payment of $136.77 on December 18th, 1913, made to the Cullen Plumbing Company for? A. Well without looking up the acceptance of his bid on that I should say it covered bath room in the basement, and some of it may have covered some additional drainage that I gave him an order to do in running down to Glenwood Avenue, as it appeared afterwards that that was the better thing to do, the safest in the long run, and we had him go to Glenwood Avenue and gave him a small extra for that.

Q. That is what that payment is for? A. Well, that is the best I can recall.

Q. This contract with Cullen provided that he should furnish the nine gas ranges, did it not? A. Yes, sir.

Q. And he didn't furnish the nine gas ranges, did he? A. We took a credit from him and furnished them ourselves.

Q. On September 19, 1913, you have an item in your book of account of credit allowed for omission of nine ranges at $23 each, $207, plus fifteen per cent. profit, $31.05, a total of $238.05; is that the amount of the credit that Cullen allowed to you for not furnishing the nine gas ranges? A. Apparently it is.

Q. What does this fifteen per cent. profit mean?

A. Does it not say there that he allows us so much per range, a fifteen per cent. profit on them.

Q. From whom did you eventually buy the ranges? A. From the Public Service.

Q. And how much was the cost of those? A. I don't know; I believe the charge is in here for them.

Q. Well, just look that up. A. The accounting on October 23, 1913, shows that we paid $288 for them.

Q. How much did it cost you to install them? A. That included installation.

Q. Why did you pay more for them than Cullen allowed you? A. We may have made some little change in the ranges. We took a credit from Cullen, and Cullen laid down on his contract when the roughing was almost completed, and we had to put up for the fixtures in order to get them on the job for him and we had to furnish his payroll each week in order to get him to complete the job; and so we took a credit from him for the gas ranges to get them with as little trouble as possible. I asked the Public Service men what they would supply them for and install them, so that we could avoid as much trouble as possible.

Q. Why didn't you take credit for enough? A. We couldn't take credit for more than he figured for.

Q. Didn't you make any inquiry as to what they would cost before you took the credit? A. Yes, I think I did.

Q. Why didn't you take a credit for the cost of them? A. I told you what I did.

Q. I ask you why you did that? A. Because I thought it was the proper thing to do.

Q. On the 28th of September you have taken

a credit from Cullen for $44, for omission of hot water heater; what is this for? A. It says there, for omission of it.

Q. Did Cullen furnish the hot water heater? A. No, sir.

Q. Who did you get it from? A. I don't remember just who we bought it from. As I remember it we took a credit from Cullen in one hot water heater and substituted a larger one, and I am under the impression that we had a heating man supply it, as I remember it at this time.

Q. And paid more money for it? A. Naturally.

Q. How did you come to substitute a larger one? A. Because we thought it was better suited for the purpose.

Q. Is that hot water heater described in the specifications? A. I believe it is.

Q. And is this hot water heater which you have put in there a larger heater than the one described in the specifications? A. Yes, sir.

Q. (The Master) Was that done by consulting Mrs. Shaw? A. No, sir, it was not.

Q. And you didn't consult Mrs. Shaw when you released Cullen from furnishing the gas ranges, did you? A. No, sir, I didn't.

Q. In the kitchen of each apartment in the wall you have a hole about six or seven inches in diameter which is apparently a flue or a ventilator? A. Yes, sir.

Q. That is along side of the gas range? A. Yes, sir.

Q. What is it there for? A. It was intended for a connection with the gas range, but the Public Service recommended not using it. They said they had many back drafts causing accidents. I don't know whether they absolutely refused to

connect with it, but they strongly recommended not connecting with it.

Q. You didn't fill that hole in the wall, did you? A. No, sir.

Q. And this hole is still in the wall? A. Yes, sir; we left it there for ventilation.

Q. You say you left it there purposely for ventilation? A. Yes, sir, when we didn't connect with it we didn't close it up.

Q. Who put that in the plans and specifications; was that your idea or the architect's idea? A. For what?

Q. This ventilator? A. That was my idea to put a flue in there. You may think that uncommon thing, but many of the ten story apartments in New York to-day has the same thing.

Q. How is it built? A. A tile flue.

Q. That runs to the roof? A. Yes, sir.

Q. October 1, 1913, you have an item there for Cullen, $4.54; will you tell me what that is for? A. We have evidently charged him for doing some little work that he ought to have done and took a credit from him for $4.54.

Q. Now turning to the contract with McCoy; this contract provides for the two lamps outside on the street which are on each side of the doorway? A. Yes, sir.

Q. McCoy did not furnish those lamps, did he? A. Yes, sir, he furnished them, but I didn't like them and he took them back and allowed us a credit of something like sixty dollars for them.

Q. And that is the credit of December 12, 1913, of $60.00? A. Yes, sir; and afterwards we had larger lamps made by another concern and we paid them something like seventy odd dollars.

Q. What was the concern you had them made by? A. I don't know; it was some local concern

here—The Ornamental Art Metal Works of Jersey City.

Q. Wallace & Company furnished the material to build the stairways and did the work in the house, did they not? A. Yes, sir.

Q. Why did you pay them $27 on October 31, 1913? A. For putting two curves on each landing to enable us to put the front windows a little closer together. Without putting the curve there the landing would come right in the window.

Q. When was that change made, after you had had the house built? A. No, sir; after the letter of acceptance.

Q. Did you consult Mrs. Shaw about that? A. We did not.

Q. Did you consult Mrs. Shaw about the returning of the two outside lamps to McCoy and ordering other lamps? A. No, sir.

Q. Nate & Company had a contract to install the heating plant, did they not? A. Yes, sir.

Q. September 30th, 1913, you paid Nate & Company $54; will you please tell me what that was for? A. Was that in addition to the contract?

Q. Yes. A. I think that was for placing some radiators in a different location than that shown on the drawings.

Q. Where? A. (Referring to book.) The book says that it was for one ideal water heater. This bears out what I said a little while ago, that I had him put in the water heater that was omitted in Cullen's contract.

Q. That is the same water heater that you took an allowance of $44 from Cullen for? A. Yes, evidently it is the same water heater. I remember I put in a larger one than Cullen's contract provided for.

Q. Did you consult Mrs. Shaw about changing that? A. No, sir.

Q. On October 4th, 1913, you paid Nate & Company $42 for changing another radiator; will you tell me how you came to pay that? A. Changing the location of it.

Q. What was the reason for changing the location? A. I don't know, except we were cramped for room. We changed it so that we could get the stuff all on the same side. It was pretty well cramped.

Q. Did Nate & Company install the radiators in accordance with the plans and specifications in the first instance? A. No, sir, they were not installed; the order was given to them as I remember before the installation—about the time that they were doing the work.

Q. Was the order given before the work was done? A. Yes, sir.

Q. (Mr. Lewis) Was this a benefit to the house? A. Yes, sir, it was.

Q. And why is there an extra charged here for it? A. There must have been additional pipe and work in installing that pipe.

Q. Don't you know? A. Yes, sir.

Q. Then this $42 is a charge for the additional pipe and the labor of installing that pipe? A. Yes, sir.

Q. Your contract with Messrs. Nate & Company provided that you allow them seven dollars for sub-contractor's bond, but you allowed them ten dollars; what was the reason for that? A. I don't know whether we increased the bond and made that difference. I don't know just the amount of the bond at this time.

Q. You paid on October 31, 1913, $15 for extra stone work; will you tell me what that was? A. The stone panel over the front door.

Q. Is that extra? A. Yes, sir.

Q. You mean the panel with the name on it? A. Yes, sir.

Q. You think that is not provided for in either the specifications or drawings? A. I am sure it is not in the specifications, and the drawings will explain themselves.

Q. (The Master) Did that have your own name on? A. Yes, sir; that included the stone panel itself and the name and setting it up. The name of the apartment was in accordance with Mrs. Shaw's desire and request by letter.

Q. What is the size of that panel? A. I don't know, but between eighteen or twenty inches high and three or four feet long.

Q. And how deep? A. About four inches.

Q. What kind of a panel did the specifications and the drawings provide for going in that place? A. I don't think the specifications provided for any. I don't know just what is shown on the drawings, but none with any name on it I know.

Q. You have a charge of $147.40 as an extra charge for substituting tile instead of slate on the front part of the roof of the house? A. Yes, sir.

Q. How do you calculate that extra charge? A. We got bids on the work and we got that from the lowest bidder.

Q. Bids on what—tile or slate? A. We got bids on the roof and an alternative for the substitution of tile. I know some of the local people here, their bid was as much as one hundred and eighty some dollars.

Q. The agreement you made with Gutchsmidt, D-48, provided for him to do all of the roofing and sheet metal work including this particular

tile? A. Yes, sir; that was embodied in the contract. That matter was taken up before the contract was let.

Q. This agreement was made on the 14th day of March, 1913, was it not? A. Yes, sir.

Q. And your authorization from Mrs. Shaw to substitute this tile in place of slate was under date of April 3, 1913? A. I think I have told you that all these matters were talked over before the letters were written. The letters were more in the way of confirming the verbal agreement that had been made. We asked for alternatives on this and we talked to Mrs. Shaw about it before the contract was given.

Q. You have a charge for $125.40 for putting a bathroom in the basement of the house for the servants' use? A. Yes, sir.

Q. How did you calculate that? A. We estimated it.

Q. You estimated it? A. Yes, sir.

Q. Your contract with Cullen & Company provided that they put this bathroom in, didn't it? A. I don't remember whether the extra was added before the contract was written or not, or whether it came afterwards.

Q. This $125.40 as you estimated it included the cost of the fixtures and labor putting it in? A. Are you referring to the $125.40 paid to Cullen? A. I am referring to the charge in statement No. 3, called additional bathroom in basement $125.40? A. That provided an additional bath in the basement. This covered the installation of wash basin, bath tub and toilet and certain partition work, and I am not certain but what it included a window.

Q. Did it cover the cost of the material, too? A. Yes, I presume this did.

Q. And that figure you estimated yourself you say? A. I got a bid from Cullen for his part of the work—all that is in here. In this extra work the letters are the same as the contract itself; it is done on the same basis. In cases like that where it is on a percentage contract we make no change in it.

Q. The plumbing equipment you used for this basement bathroom came from the old Craig house, did it not? A. I believe it did; perhaps that is a fact.

Q. Will you point out the place where you gave us credit for those fixtures? A. I don't know that I can.

Q. You don't know whether we have been given credit or not, do you? A. Well, no. If we did give you credit for it it would only be charged on the other side; so that as far as the difference to Mrs. Shaw is concerned there is not any. If we had charged for them we should have a ten per cent. charge on them as provided for in the contract.

Q. This bathroom is extra, is it not? A. Yes, sir.

Q. And not provided for in the plans and specifications? A. No, sir.

BY THE MASTER:

Q. Was that provided for by a letter? A. Yes, sir.

Q. What room was the bathroom put in? A. It was put right in here. (Indicating on plans.)

Q. Does this lead pencil line you have marked indicate it? A. Yes, sir. The bathroom was put in the basement near the dumbwatier on the side close to the servants' entrance.

Q. Your partition that you put up for that bath room would be paid for out of the labor and material account, would it not? A. Yes, sir.

Q. So that the $125.40 was for fixtures and labor of installing them, was it not? A. It was for all the work in connection with the bathroom.

Q. Did it include any carpenter work in building the partition? A. Yes, sir.

Q. Did it include the cost of the material? A. Yes, sir.

Q. And the cost of lumber? A. Yes, sir.

Q. Now, what was the amount of lumber that was put in it? A. I don't remember.

Q. Have you any record at this time which will show the detailed cost of this bathroom? A. Not unless I have some estimate that I made at the time.

Q. Then how did you fix this figure of $125.40? A. It was just fixed from an estimate.

Q. What estimate? A. One that I made.

Q. When? A. I don't remember when.

Q. Was it a written estimate? A. It was.

Q. And you have that? A. I don't know whether I have or not. When I did that I didn't attach any importance to it except in a general way.

Q. Why not? A. Because it was added to the contract and it was on a percentage basis the same as the contract and on which the charge would be cost plus ten per cent.

Q. But now you claim it is an extra charge? A. It has always been an extra charge and we have got extra for it.

Q. Will you turn to the plans and show where you increased the width of the rear of the building? A. Right here on both sides. (Indicating on plans.)

Q. And this is shown how? A. By a red pencil line just roughly.

Q. And that is shown on the basement plan No. 11? A. Yes, sir.

BY THE MASTER:

Q. And shown on the other plans? A. Yes, sir; it is, all the way up.

Q. This change was authorized by Mrs. Shaw before you commenced the work of constructing the building, was it not? A. Well verbally, but whether it was in writing or not I don't remember whether we had it before we started the construction of the building.

Q. How did you calculate that change was worth $498.32? A. That is what I figured it was worth.

Q. Now what was the additional cost of the labor? A. We estimated the whole thing. If you want to know what we did, we started first with the excavation and foundation and the extra brick work and extra joist and extra under flooring, extra finishing floor, extra base, extra picture molding, extra plumbing, extra studding, extra stone, extra roofing, extra painting—

Q. I understand that these are simply arbitrary amounts taken out of the general charge? A. Yes that is right.

Q. What extra work would this change require? A. Well running out the wall would take more.

Q. What would it cost? A. That was estimated on.

Q. In other words it is just a guess? A. Yes, it was. We estimated this building would not cost over forty-two thousand dollars, and it cost forty-one thousand and some hundred dollars.

Q. I understand that this item that is exhibited to me as contained in Statement 3 as extra work —that these are simply arbitrary amounts taken out from the general charge? A. Yes, sir; we figured so much brick and woodwork and foundation and all those things.

Q. Then I understand that this statement 3 is a statement of approximately what the extra work was? A. Yes, sir; and in the extra work it is simply a question of what it is worth.

Q. The total cost of the Beaumont Apartment house as shown by your statement No. 2 is $41,-221.67? A. Yes, sir.

Q. Does that include the cost of the extra work? A. No.

Q. Then the extra work is in addition to the cost of $41,221.67? A. Yes, sir. This extra work which was given in these letters was going right in the contract of the building and it was being done, as we understood it, in the same way on the ten per cent. basis, and we didn't separate them because we didn't think it was worth while.

By the Master:

Q. When you came to separate them there was no account of the separate items making up this extra account? A. No, sir.

Q. And when you say that one item cost two hundred dollars or two hundred and twenty-five dollars that is only an estimate you make, and you take just as many items out of this account that you have made to make up that account? A. Yes, sir.

Q. The kitchen dressers were not included in the plans and specifications? A. Some kitchen dressers were not, and there was some wash tubs that were not included in the plans and specifications.

Q. Where did the kitchen dressers go that you charge $334.25 for? A. Right there (indicating on plans). That is up over the sink and over the ice box.

Q. All over the wall of the apartment? A. Well except over the range.

Q. And it is that way in every apartment? A. Yes, sir.

Q. In addition to this dresser which is marked dresser? A. Yes, sir.

Q. Where you have it marked dresser here in the plans you have not that charged for as extra work? A. No, sir; it is just these right here —eight of them (indicating).

ADJOURNED until Wednesday, December 15, 1915.

Continuation of the hearing of the above-entitled cause, this fifteenth day of December, nineteen hundred and fifteen, at ten o'clock in the forenoon, pursuant to adjournment.

GREENBERRY BEAUMONT, called for further examination.

CROSS EXAMINATION BY MR. DECKER:

Q. Mr. Beaumont, did you purchase these kitchen dressers that you claim compensation for as extra work, or did you purchase the material and make them? A. Well, we purchased them partly made—that is made as the mill people put them together partially, and then our workmen completed them on the job.

Q. From whom did you purchase them? A. J. Hagen & Son, Hoboken.

Q. Does the charge of $234.25 include the cost of the mill work and the installation of the dressers, or just the cost of the mill work? A. That includes the cost of the mill work and the installation of the dressers and the painting and

hardware. The amount paid to Hagen & Son for the dressers furnished by them was $76.

Q. Did you ask for bids for the furnishing of those dressers from different material men? A. Why, we got a bid from Hagen, and I am not positive that we got a bid from Woodhouse & Company, but I think we did.

Q. Now going back to your conversation with Mrs. Shaw about this extra work, did you tell her that it would increase the cost of the building? A. I think the letters explain that.

Q. What letters do you refer to? A. The orders.

Q. Well there is only one order that I know of; are there more than one? A. Well, I had better look at them. The extra that you were just speaking about for the dressers I believe is in another letter which has been offered here in evidence. There was a letter around October I imagine. Yes, the letter authorizing the installation of the dressers is dated October 28th, 1913.

Q. Was this letter sent before or after the eight kitchen dressers had been installed? A. I don't know, Mr. Decker. What is the date of the letter?

Q. October 28th, 1913. A. Why I should say it was before the dressers were installed, or before they were completed, I should say.

Q. Referring to the Exhibit D-19, the letter of April 30th, at the time or before that letter was sent was Mrs. Shaw informed that these changes would increase the cost of the building? A. Why she must have been, because the letter says she will pay the additional cost.

Q. Was the amount of that additional cost told to her? A. Which additional cost—of these dressers?

Q. Yes. A. No, it didn't call for any amount —any specified amount.

Q. Now going back to the plans for the building—were the plans that we had here yesterday completed before the contract was signed on February 26th, 1913? A. Yes, I think they were —that is the plans that we had yesterday, but there were details made after that time.

Q. What do you mean by details? A. For instance anything that needs to be indicated by more than a quarter inch scale like that. It may be a full sized detail or it may be made with a three inch scale detail.

Q. Your account shows that the cost of the plans was $877.25; that I see is charged in statement No. 2 as part of the cost of the apartment house. This was your bill at the architect's, was it not? A. Yes, sir; that amount of money was paid, but that is not all the cost of the plans. The architect's regular fee for a job of this kind is about six per cent. of the total cost of the building, which would be in the neighborhood of twenty-five hundred dollars. We paid him this amount and we did the other work ourselves. A good part of my own charge in there is for that work. Instead of paying the architect the full fee as is ordinarily done, we did that work ourselves.

Q. The full fee of five or six per cent. to an architect would in return from the architect provide for not only the plans but the architect's services supervising the work, would it not? A. A visit to the work perhaps once a week or sometimes once in two weeks.

Q. In case you paid the architect five or six per cent. you would be entitled to the architect's services in consultation, would you not? A. Yes, sir; consultation on the drawings.

Q. And he would be responsible for the general supervision of the work to see that the building was put up in accordance with the drawings and specifications? A. No, sir; not general supervision—only an architect's supervision.

Q. In this case the architect did nothing more than prepare the drawings? A. He did part of the preparing of the drawings.

Q. He did not supervise any part of the work, did he? A. No, sir.

Q. Did he prepare the specifications? A. Part of them.

Q. Do I understand that the $877.25 as charged here for the architect's services included not only the architect's services but your services? A. No, sir.

Q. In other words you paid the architect $877.25 in cash, did you? A. Yes, sir.

Q. And that was for his services you describe them for partly preparing the plans and partly preparing the specifications? A. Yes, sir.

Q. And that included not only the plans for the house that was built but the plans for the two or three houses which were not built? A. That included all the money that we paid him; but in turn for preparing other plans, and so forth, we did work for this same architect in figuring on building for him—at least we did at that time; and therefore we didn't pay him as much money as we would have paid him had we not been doing work for him, but which is not charged for in this account.

Q. And this item includes his charge for preparing the two other sets of plans which have been shown here? A. Yes, sir; that charge included all money that we paid him for plans.

Q. For all the plans? A. Yes, sir.

Q. Not only the plans for the house that was built but the plans for the two other houses which were not built? A. Yes, sir. We didn't pay him any money for the houses that were not built. I have just tried to explain that to you; we were doing work for him and in turn he did this work for us.

Q. Did the architect make any charge for the preparation of the plans which you have introduced in evidence as Exhibit D-1? A. That is for Duncan Avenue? A. No, sir; there was no actual charge made by the architect for those plans.

Q. Did the architect make any charge for the plans which you have introduced here as Exhibit D-2? A. That is also for Duncan Avenue, I believe, and there was no actual charge made for those drawings as I remember it.

Q. Did the architect make any charge for the plans which you have introduced here marked Exhibit D-26? A. I don't know of any division being made from the time of making the set of three story drawings, the drawings that the building was really built by.

Q. What do you mean by making any division? A. At the time these drawings had been used partially—that is certain ideas are in keeping with the others, and the payment was made for the drawings which were used and made along about that time.

By the Master:

Q. On November 11, 1912, there was $200 paid the architect on account of plans? A. Yes, sir.

Q. Was that on acccount of D-26? A. There was first a drawing made for a four story and then it was reduced to three stories and then it was put back to four stories again, and from

the start to the finish that particular set of drawings had to be corrected—it was either one or the other.

Q. On November 11, 1912, you paid him $200? A. Yes, sir.

Q. That was the day the first contract was signed? A. The permit by which this building was really erected was secured about September 20th, 1912. The other permit later there for $23 was secured on the three story building, and it was afterwards changed back to a four story building and we used the original permit and the $23 was returned to us. I think you will find a credit there for the $23.

Q. Did you pay the $23? A. Yes, sir.

Q. So that the only plans that the $877.25 is charged against the complainant for are these plans D-16? A. The plans that was used in connection with the apartment house.

Q. And they are the plans marked D-16? A. These are not all.

Q. What others are there? A. There are quite a few details, but that is the general plan.

Q. The others are details? A. Yes, sir. This is what is signed as the general set of drawings when we sign the contract.

Q. I can only find in the itemized statement attached to your answer in this case that you have paid the architect $100 on March 1, 1913, $127.90 on August 20, 1914 and $150 on March 15, 1915, making a total of $377.90; will you tell me when the other items were paid? A. I will just look at the checks and see. The following are the checks made payable to Charles E. Birge on account of plans and specifications for the Beaumont Apartment, November 11, 1912, $200; December 20, 1912, $100; January 23, 1913, $100;

October 27, 1913, $150; November 14, 1913, $100; December 19, 1913, $227.25.

Q. Did you make any arrangement or agreement with Mr. Birge concerning the payment of the cost of his services before he commenced? A. I think I agreed to pay him two and a half per cent. on the cost of the building.

Q. When was that agreement made? A. I don't remember just at what time it was made.

Q. Before your contract was signed for the erection of the building? A. That is the contract of February 26th, do you mean?

Q. Yes. A. Yes, sir; it was.

Q. And what was the reason for making that agreement with him? A. The same as we would make any agreement—some idea of what we was willing to pay him.

Q. Was that to be just for his services in preparing the plans and the details, or did it include anything else? A. Just for the plans and specifications; and I don't think it covered the plans and specifications as a whole because we had been doing some work on them and I had an idea what we would have to do to bring them out right for the Building Department.

Q. Did Mr. Birge prepare any other plans and specifications for other buildings at this time? A. I am sure I don't know.

Q. Did he prepare plans and specifications for the Noe house? A. He did not.

Q. Was that the only other building that your company was erecting during the time that it built the apartment house? A. That was not being built at the time we built the apartment house—that was built afterwards.

Q. Well, it commenced work on the Noe house after the apartment house was finished? A. Yes, sir; about the time it was finished.

Q. Were you working on any other house or building any where else during that time? A. I know we had the First National Bank of West Orange about that time.

Q. Did Mr. Birge draw the plans and specifications for that? A. No, Howard C. Walker of Boston prepared the plans for that building.

Q. Were there any other buildings that you were erecting at that time? A. No, I believe not.

Q. Did Mr. Birge give you a bill for this work? A. No; if he wanted some money he would call us up and ask us for it.

Q. And the only money you paid him during that time was money for the work in preparing the plans and specifications for this apartment house? A. Absolutely.

Q. Why was not the building finished on time, Mr. Beaumont? A. I think I answered that yesterday by saying we was not able to borrow the money at the time we needed it and we had to go a little slow until we saw some coming from somewhere.

Q. Did you build a house in Orange for a man by the name of McCoy? A. We did.

Q. Was that the same McCoy who furnished the lighting fixtures for this house? A. Yes, sir.

Q. And who prepared the plans and specifications for that house? A. Mr. Birge.

Q. When was the house finished? A. November, 1912.

Q. Now, referring to the wrecking of the Craig residence, you have charges for a large number of letters that were written; what in general were those letters written about and to whom were they written? A. That is pretty hard for me to say at this time to whom they were written. I can give you an idea of the wrecking of the Craig residence. The first thing after Mrs. Shaw or-

dered us to wreck it we went in there and listed all the material that was in the place. We first tried to see if we could use the material in the building in connection with the new apartment house—whether there was enough of it with some change that would be suitable for the apartment. We afterwards found that the interor stuff was not suitable because the doors were high and of different design and different width, and so forth, and then we decided to sell the stuff, and then we listed it and proceeded to try and sell it, and we saw various people and advertised it, in order that we might dispose of it as soon as possible in the best manner we could.

Q. How did the letters come in? A. I am giving you this—the letters may have come in in the way of writing some of these people, but I don't remember.

Q. Before you went to wrecking the Craig residence did you get any bids from housewreckers for the work? A. We got one as I remember.

Q. Who was that from? A. It was from a Hebrew concern in Jersey City.

Q. Goldberg Wrecking Company? A. I don't remember that.

Q. What did they offer you for the house? A. I think something around $1200, but they didn't come back afterwards.

Q. What did you say in reply to that offer? A. I don't remember the exact conversation; but I did perhaps as I often do, tried to get them up higher.

Q. And did you ever see anybody else? A. That is the only bid I remember of having.

Q. That would have meant that you would have $1200 clear out of the Craig residence, would it not? A. Well, had they come along and made

good, but they didn't come back. He promised to come back.

Q. Did you go after him? A. I don't know whether I called him up about it or not.

Q. You don't remember? A. No, sir.

Q. How long did it take you to wreck the Craig residence? A. I don't know. I think the charge there will answer that more definitely than I could off-hand.

Q. Your payroll charges commence on December 7, 1912; is that about the time that the work started on the wrecking of the house? A. Yes, sir; along in December.

Q. And they continue along to March 29, 1913? A. Yes.

Q. And then there are two payroll charges on October 4th and October 11th, 1913. When was the wrecking of the Craig house finished; can you tell me from this information? A. Well, I should say the wrecking in general was completed in the spring of 1913. There was a part of it that remained there and was used as an office and then in between that time there was a barn that was wrecked. There may be some payroll in connection with moving away some of that and grading the lot.

Q. Was that along in October, 1913? A. I think the barn was wrecked along about that time, but the exact date I don't remember.

Q. The material that came from the Craig residence, did you use any of that in the apartment house? A. Well, in general use of rough timber—framing timbers.

Q. You used a number of brick did you not? A. Yes, sir; we used brick and framing timbers.

Q. Did you use the bathroom fixtures for the basement bathroom? A. We used two fixtures I

think in the extra bathroom that was put in the basement.

Q. And what else did you use? A. I don't recall just in detail; there may be some other little things.

Q. Who fixed the prices on the material that was sold from the Craig residence? A. We did.

Q. And who do you mean by we? A. I should not wonder that I did myself.

BY THE MASTER:

Q. You did it in behalf of the Beaumont Company? A. Yes, sir.

Q. And was there anybody else in your company who fixed the prices? A. I don't know whether there was or not.

Q. Was there any of the material left over after you had finished the apartment house from the Craig residence? A. Why I think a little of it. I think there is a little there now in the basement—some old fixtures and stuff that may not have all been sold at that time.

Q. How much of the material was used in the Noe house built on the corner? A. Well, I don't remember just how much.

Q. Did you use any of the brick? A. No, sir; the brick was used up in the apartment house.

Q. Did you use any mill work inside? A. I think there was some old doors used.

Q. Any mantels used? A. I don't think there was a mantel in the house.

Q. Any trim? A. There may have been some trim in connection with the doors.

Q. Any gas and electric fixtures used in the Noe house? A. Yes, sir; to our sorrow, because it cost us more to have them made so we could use them than what we could have bought new ones for.

Q. You used hardwood flooring, did you not, that was taken from the Craig residence in the apartment house? A. I think the kitchen floor—not hardwood floor but pine floor. We may have used some floor in the janitor's apartment, but I am not sure of that.

Q. How much material did you have left over that you purchased when you finished the building of the apartment house? A. All that I recall at this time is some hardwood flooring—perhaps thirty or forty or fifty pieces that are in the apartment at present.

Q. Any brick? A. I don't recall having any brick left, unless it may be forty or fifty or something like that.

Q. Any timber of any kind? A. Not that I recall. Scaffolding planks, but that of course is not material for the building.

Q. How much did you allow as a credit in this account for the material you used in the Noe house? A. I don't believe I can answer that. Mr. Rowan has just handed me a figure of credits on account of material used from the Craig residence of $1296.48. Such material as we used in the Noe house was material, for instance the fixtures and stuff, that we couldn't sell. In other words during the time we were trying to dispose of the stuff and material of the Craig residence we disposed of everything we could at the time, but we had a number of things left over and some are there in the basement now—materials that we was never able to sell, and then we had a lot of stuff and material that was of value to others as they came in and saw it. When we started the Noe residence we used some of the fixtures and had them done over so that they could be used with the up-to-date lighting that they have at the present time. One of the fixtures

of the Craig residence Mrs. Shaw took herself.

Q. What fixture was that? A. That was a fixture in the main hall over the big fireplace. It was a very odd affair.

Q. What did Van Keuren do in wrecking the Craig residence? A. He took the old barn away.

Q. How much did he charge for that? A. He paid us something for that—a small amount.

Q. What charge did you make for that? A. I don't know whether we made any or not, unless it was grading the lot off after the barn was down.

Q. Your telephone calls used in connection with the Craig residence were for what purpose—can you tell me? A. I should say some of them were telephones to people in regard to purchases, and some of them from the job to our office in regard to people who had made certain offers in regard to the purchase of material. We had one man on the job there who consulted with us.

Q. When you started wrecking the Craig residence you installed a telephone, did you not? A. Yes, we installed a telephone, but just what time I don't remember.

Q. The contract was in your name, was it not? A. Yes, sir.

Q. What was the carfare used for that you have charged for on this job? A. Whatever carfare there was in connection with it.

Q. And was it used for you and your employees coming back and forth between the New York office and the job? A. Yes, sir.

Q. You have a total sale of material from the Craig residence of $2139.60; does that include all the material that you actually sold, or does it include also the material you used in the apartment house? A. It includes the material sold

and the material used in the apartment house and which was credited on this job.

Q. Who fixed the prices of the material you took from the Craig residence and used in the apartment house? A. Why our company.

Q. And who was the agent of your company that did that? A. I am not sure whether I fixed it.

BY THE MASTER:

Q. Mr. Beaumont, in the case of material used from the Craig residence, how do I understand that that becomes an item of credit? The Craig house belonged to Mrs. Shaw and you used the material from the Craig house as her property? A. Yes, sir.

Q. Then how does that become an item of credit? Did you charge in your account for the same material and then estimate the amount to be given for credit? A. Why, first of all on the Craig residence was an authorization by letter, and then we proceeded to wreck the house and dispose of such material as we could, and in order to keep track of the material that came out of the building, when it was used in the apartment house we sold it just the same as to any one else.

Q. Do you mean you was selling it yourself? A. Yes, sir, we took it and charged whatever there was.

Q. In other words you charged her with certain material put in the house and then you gave her credit for certain amounts fixed by you for the material that was furnished? A. Yes, sir.

Q. I don't understand how the price of the general material was fixed. Did you sell it to a subcontractor? A. No, sir; we were doing the work with our own men—take for instance the brick work, we were doing the brick work with our

own men and the carpenter work, and in selling the brick if we took one hundred thousand out of the Craig residence, that was credited on the job.

Q. Why didn't you just charge the additional brick you bought? A. Because it was a different thing; that was an order outside of the contract. In order to properly credit that job of wrecking the property we charged in one and credit in the other, simply to keep the account straight.

Q. And did you charge her with the exact amount for which you gave her credit? A. Yes, sir, exactly; that shows in the accounting.

Q. You charge in the cost of the building ten per cent. of the cost that you fixed on the material you used from the Craig residence, did you not? A. Yes, sir; just the same as if we bought it from Tom Jones.

Q. Now turning to the loans, your first mortgage was a mortgage of $15,000 with the Title Guarantee & Trust Company? A. The first mortgage made by Mrs. Shaw, yes, sir, after the signing of the contract.

Q. Why was it necessary to turn the title of that property back to Mrs. Shaw and have her make the mortgage, after you took a deed from her, every time you took a mortgage? A. Because the contract provided for that.

Q. For returning the title to her? A. Yes, sir.

Q. Then when you came to make the Title Guarantee & Trust Company mortgage you turned the property back to Mrs. Shaw, did you? A. Yes, sir, in accordance with the contract.

Q. And you got $15,000 from the Title Guarantee & Trust Company on this mortgage? A. Yes, sir, less their charges.

Q. When was this mortgage placed on the building; look at your records and tell me? A. I have

not anything here showing exactly the date of the mortgage, but our first payment on account of that mortgage was July 17th, 1913.

Q. The Title Company's charges for fees were $353, according to your statement, I think? A. Yes, sir.

Q. What were those fees for? A. Here is the contract. (Witness produces a memorandum of application for examination and guarantee of title by the New Jersey Title Guarantee & Trust Company with the G. B. Beaumont Company.)

Q. You ask that the title be insured to the extent of $48,000 in this application; why did you fix $48,000? A. I don't remember just why $48,000 was fixed,—whether I fixed that or whether they demanded that it be fixed on a certain basis. I don't remember.

Q. Did they give you a policy of insurance when you paid this $353? A. I don't remember whether they did, but they made the loan.

Q. (The Master) Who asked for this guarantee of title? A. Well we made application to them for a loan.

Q. Who do you mean by we? A. The G. B. Beaumont Company in behalf of Mrs. Shaw. This is the contract that they require before making the loan.

Q. (The Master) In other words before they would give you the loan they required that you should take their guarantee of title, for which you paid them a premium of $353? A. The charge was $353.

Q. But $350 as expressed here? A. Yes, sir; but we really paid $353; I don't remember what the difference was for.

Q. Did you consult Mrs. Shaw about that? A. No, sir, I didn't consult her, but she made the mortgage.

Q. Did Mrs. Shaw know that she was paying $350 for a guarantee of title when she made the mortgage? A. I rather think she did, because the various transactions regarding the making of the mortgages were very carefully explained to Mrs. Shaw by the attorney.

Q. What attorney? A. In this particular case it was Mr. Inright, who was acting for the Title Guarantee & Trust Company.

MR. LEWIS: The defendant offers in evidence this guarantee of title referred to.

Marked Exhibit D-75.

(Witness) Before making this application which is referred to here we had made many applications to different concerns and individuals and bankers, and so forth, for money. We were very much in need of money to proceed with the building and we were not in a position to argue with the Title Guarantee & Trust Company as to whether they charged us three hundred dollars or three hundred and fifty dollars.

Q. Who did you make application to for money before this? A. I don't think I could tell you all of them, but I could perhaps tell you some. We made application to this same Title Guarantee & Trust Company several times.

Q. And they refused you each time? A. Yes, sir.

Q. What was their reason? A. Because they said money was very tight and they had people who were depositors in their bank who they felt they should take care of first, and they were not anxious to make loans at that time. I also made application to the Commercial Trust Company.

Q. What did the Commercial Trust Company tell you? A. They all said about the same thing.

In the Commercial Trust Company I saw Mr. Ross and he said they were not making any loans at that time. We applied to the Union Trust Company and they told me they had no money to loan at that time, and Mr. Bailey gave me the name of Marshall Van Winkle and I went to see Mr. Van Winkle and Mr. Van Winkle told me that he didn't have any money at that time, but he gave me the name of a Doctor English, a Veterinary on the Boulevard. I saw Doctor English twice, I think. I got the name of George R. Beach in the Union Trust Company Building and I went to see him a number of times. He had some money belonging to some children—some orphans' money, I imagine. I also applied to the Hudson City Savings Bank.

Q. What did George Beach tell you? A. At one time he thought he could let me have $22500, if I remember right, and we thought we would take it, but afterwards he found out that he couldn't make the loan of that money until the building was completed,—that is he couldn't make a building loan on it. I also went to see a man by the name of Adams, and I went to see a man in New York about 17th Street. I don't remember his name now. I went to see a man on the Turnpike—a real estate man,—I don't remember his name any more. I went to see Mr. MacKenzie of whom Mrs. Shaw spoke to me about. I applied to the Provident Institution for Savings, and I applied to the bank up near the Five Corners.

Q. Well with what result? A. The same result.

Q. How much did you ask each one of these parties for? A. I don't know that each and every one was the same; I don't remember the figure I applied for at different times.

Q. Well then you came down to the Title Guarantee & Trust Company again and made the application that was granted? A. Yes, sir.

Q. How much did you ask the Title Guarantee & Trust Company for? A. I din't remember just what we asked them for.

Q. Did you ask for more than $15,000? A. Yes, sir, we did.

Q. Did Mr. Inright tell Mrs. Shaw that the Title Guarantee & Trust Company was charging $350 for the policy? A. I don't remember just what he told her.

Q. Did you tell her that? A. I don't remember whether I did or not.

Q. You have another item charged in connection with procuring loan, $478.43; what was that for? A. It is the same loan, and it covers the very things I have been telling you about.

Q. Well you didn't have to, pay these people money for coming and talking to them, did you? A. No, but somebody has to pay the people who go and see them and talk to them.

Q. Who did you pay? A. Why I think I did practically all of it myself and charged for it.

Q. So that practically all of this is a charge for your services in going to see these people? A. Yes, sir, it is.

Q. And at what rate did you charge for your services? A. At the rate of $19.20 a day.

Q. Did you tell Mrs. Shaw that? A. I don't remember of ever telling Mrs. Shaw that.

Q. You have charged here ten per cent., $83.13; what is that for? A. What is that on?

Q. On the same loan. A. Will you let me see it? (Witness shown account) That is ten per cent. of the item just above it—the disbursements, namely, charges in connection with procuring loan $478.43, plus charge of Title Company, $353.

Q. Now what does the ten per cent pay for? A. That is in accordance with the contract; it is profit to the G. B. Beaumont Company.

Q. The G. B. Beaumont Company paid you $19.20 a day for going to see these people and you charge that to the complainant, and then charged the complainant ten per cent. on top of that for paying that to you; is that it? A. For profit,—not paying it to me.

Q. You are the G. B. Beaumont Company, are you not? A. No, sir, I am not.

Q. $19.20 a day is the amount of wages the G. B. Beaumont Company paid you as President, is it not? A. Yes, that is right.

Q. That is at the rate of six thousand dollars a year, is it not? A. Yes, sir, it is.

Q. And that was fixed by whom? A. Fixed by the officers.

Q. And who are the officers who fixed that amount? A. I am the President of the Company; it was fixed by the Directors; the salary was fixed by myself, Wilbur S. Beaumont and Arthur W. Fall.

Q. Have you a written contract with the company? A. No, the by-laws fix the salary.

Q. And that was fixed by the Directors? A. Yes, sir.

Q. When? A. The 27th day of March, 1912.

Q. How many shares of stock does Wilbur S. Beaumont own in this company?

MR. LEWIS: I object to that question as immaterial, irrelevant and improper.

MR. DECKER: I call upon the defendant to produce the stock books, stock ledger and all the check books and cancelled checks since the incorporation of the company.

MR. LEWIS: I can't see any necessity for that; you might just as well ask me to pro-

duce my check books. We refuse to produce them because we do not think it is material.

Q. How many shares of stock did Wilbur S. Beaumont own in the defendant corporation when the salary of G. Beaumont was fixed at six thousand dollars a year as President?

MR. LEWIS: I object to the question for the reasons stated, and I instruct the witness not to answer.

Q. (The Master) Do you refuse to answer under the advice of counsel? A. Yes, sir.

Q. How many shares of stock did Arthur W. Fall own in the defendant corporation at the time that G. Beaumont's salary was fixed at six thousand dollars a year as president.

MR. LEWIS: I object to the question and advise the witness not to answer.

Q. Do you refuse to answer under the advice of counsel? A. Yes, sir.

Q. How many shares of stock did G. Beaumont own in the defendant corporation at the time his salary was fixed at six thousand dollars a year?

MR. LEWIS: I object to the question and advise the witness not to answer. It is immaterial and it is inquiring into private matters which are not pertinent.

A. I refuse to answer under the advice of counsel.

Q. At the time that G. B. Beaumont's salary was fixed at six thousand dollars a year as President of the defendant corporation did any other corporation, partnership or person own stock in the G. B. Beaumont Company, other than Wilbur Beaumont, Arthur W. Fall and G. B. Beaumont?

MR. LEWIS: I will ask the counsel for the complainant what is the purpose of that question.

MR. DECKER: The complainant's solicitor refuses to state the purpose of the question.

MR. LEWIS: Counsel for the defendant then objects to the question as improper, irrelevant and impertinent.

Q. Did you draw six thousand dollars a year as salary of the defendant corporation during the time that this work was going on for the complainant? A. Yes, sir; I did.

Q. In actual cash? A. Yes, sir.

Q. And in what installments did you draw it —weekly or monthly? A. I can't answer you that; I don't remember just how I drew it.

Q. Was you paid in cash or by check? A. I was usually paid in cash.

Q. When did you place the mortgage on the property to the Provident Institution for Savings for the sum of $20,000? Just look at your records and be sure about that. A. Mrs. Shaw placed a mortgage on the property for $20,000 on December 23rd, 1913, with the Provident Institution for Savings.

Q. You paid out of that $20,000 the Title Guarantee & Trust Company mortgage of $15,000, together with $427.12 accrued interest on that mortgage, did you not? A. Yes, sir.

Q. And you paid $97.01 fees to Hartshorne, Insley & Leake for making the title search, did you not? A. Yes, sir.

Q. And for the expense of recording the papers? A. I don't know about recording the papers, but it was the charge in connection with it as I remember it.

Q. What was the $25 premium on bond for? A. It was a bond that we furnished to the Provident

Institution for Savings on request of Mr. Insley, protecting them against liens, &c. In addition to that we furnished them with a number of releases of liens of the majority of the sub-contractors on the job.

Q. You have $180 charged in connection with procuring loan; what was that charge for? A. Referring to the total sum of these items on this sheet here.

Q. The fourth item on the sheet No. 6? A. This payroll is in connection with trying to obtain loan.

Q. And who was that payroll paid to? A. I think that is my own.

Q. At the rate of $19.20 a day? A. Yes, sir; we never changed the rate, we always kept it the same.

Q. What rate of dividend did the G. B. Beaumont Company declare during all of this time? A. We didn't declare any.

MR. LEWIS: I object to the question as immaterial and irrelevant.

Q. Did you tell the Provident Institution for Savings that you had a policy of insurance or a policy guaranteeing the title of this property when you made the application for a loan? A. We did.

Q. And did you ask them if they could use this policy of insurance? A. I don't know that I said anything about a policy of insurance. That is not what you said before, is it?

Q. What do you call it? A. I understand it to be a guarantee of title—a guarantee of this search as they made it. I believe Mr. Insley said they preferred going over it in detail, but it would not take them so long as all they would have to do would be to carry it down from the time they made it.

Q. What happened to the guarantee of title—the paper itself I mean? A. I don't know whether we had any paper other than the one we have submitted her. At the time that this loan was paid off it was down there at Hartshorne, Insley & Leake's and they made the search for the Provident Institution for Savings, and they had all the transaction with the New Jersey Title Guarantee & Trust Company and gave us the difference after looking after the loan which they paid and after the charges, &c.

Q. Did you get any paper? A. From whom?

Q. From either the Title Guarantee & Trust Company or from Hartshorne, Insley & Leake at that time? A. No, I didn't get any; I didn't get any paper because I didn't make the mortgage or the bond. I was only the agent and of course any papers of that kind would go to Mrs. Shaw.

Q. Why has not Mrs. Shaw got the paper that you just produced here in evidence, D-75? A. That was an application for this loan and I signed one and I asked them to make out a copy for me, which I took back to the office.

Q. Referring to Exhibit D-34, which is the loan by the New Jersey Title Guarantee & Trust Company, you have marked "Net amount realized on loan $14,100.44"; is that all the cash you got out of that loan? A. I would say that it is. There was interest of four hundred and some dollars.

Q. What was the interest for? A. Don't you think the New Jersey Title Guarantee & Trust Company had any interest on their money?

Q. Do they charge you interest before you have the money? A. I am referring to the New Jersey Title Guarantee & Trust Company loan

Q. They didn't charge you interest before you got the money did they? A. Did they charge it before we got it?

Q. You said they did? A. As I remember it we paid the New Jersey Title Guarantee & Trust Company one hundred dollars, and the remainder I am not sure, but it was deducted out of the loan. Payments were made from time to time after the loans was made, and the interest was perhaps paid at the time that we got the second loan. I don't know whether there was any interest between that or not. These detailed statements are gotten up with the idea of dividing up and showing the amount of money after interest and expenses were all paid in connection with each loan and to show how much real money was left.

Q. (The Master) You say on September 30th you paid the New Jersey Title Guarantee & Trust Company this $350, and November 27th you paid them $55 more, and on December 14th they returned you $10, and then again on June 10th you paid them $55 more,—that made $45 less the $10; what was that for? A. They charged us that for inspecting the plans.

Q. In addition to the $350? A. Yes, sir; that was before the loan was made. In one case they didn't inspect them and they returned ten dollars of that as I remember.

RECESS.

Continuation of testimony of George B. Beaumont.

BY MR. DECKER:

Q. What was the reason for obtaining the Provident Institution mortgage so soon after you had obtained the Title Company mortgage? A. The contract provided that we place a mortgage on the

building not to exceed $30,000 and the first mortgage we got was not sufficient but we took it because there was no way that we could get any more. We kept right on trying to obtain a loan from someone else after we secured that one—that is the Title Company mortgage—and after we did secure one from the Provident Institution for $20,000.

Q. Did you ask the Title Guarantee & Trust Company to increase the mortgage of $50,000? A. We did.

Q. When? A. Some time between the time they gave the $15,000 and the time it was paid off.

Q. What was said to you? A. Did not want to increase it.

Q. Did they give reason? A. I don't know that they did.

Q. Was there any question concerning the value of the apartment house? A. Not that I know of.

Q. When did you place, or have placed, on the property the Trust Company mortgage? A. In April, 1914.

Q. What was the reason for placing that mortgage on the property so soon after the Provident Institution for Savings mortgage? A. In order to get the $30,000 mortgage that was provided for in the contract and to get as much money towards paying for the building as possible.

Q. Did you consult Mrs. Shaw in reference to any one of these three mortgages before you put them on property? A. Yes. We did not put them on property at all, Mrs. Shaw placed them on property.

Q. When did you consult her with reference to the Title Guarantee & Trust Company mortgage? A. I don't know just when, but Mrs. Shaw was familiar with the various applications that were being made for loans.

Q. Did you tell her—how did she become familiar? A. Through conversations with me.

Q. Did you tell her you were going to place a mortgage on property with the Title Guarantee & Trust Company? A. No, we did not tell her we were going to place it, we told her that we would get it and she could place it.

Q. How long before. Before the mortgage was made? A. I don't remember how long before the mortgage was signed.

Q. Did you tell her that the Provident Institution for Savings had guaranteed the loan of $20,000? A. I did.

Q. When? A. I don't remember.

Q. Was it before she signed the mortgage? A. Certainly.

Q. How long? A. I don't remember.

Q. Did you tell her that the Trust Company of New Jersey had given you loan of $30,000? A I did.

Q. How long before she signed mortgage? A. I don't remember.

Q. What did she say to you? A. I don't remember.

Q. You have a charge of $204.94 for fees charged by Trust Company of New Jersey, to whom was that money paid? A. James F. Fielder for his charges in acting for the bank.

Q. Did you tell Mr. Fielder that the title to this proper was guaranteed by the Title Guarantee & Trust Company? A. We gave Mr. Fielder all the information we had regarding the previous search &c. to enable him to make search and complete it in as short a time as possible.

By Mr. Lewis:

Q. Did this include the guarantee? A. No we did not make a guarantee, as I remember.

By Mr. Decker:

Q. Did you tell him the title was guaranteed by Title Guarantee & Trust Company? A. I don't remember whether we did or not.

Q. For how long was the New Jersey Title Guarantee & Trust Company mortgage, and what rate of interest did it bear? A. I don't remember.

Q. Do you remember the rate of interest? A. 6 per cent.

Q. For what term was the Provident Institution mortgage and what was the rate of interest? A. I don't remember the term but the rate of interest was 5%.

Q. What term and rate of interest was the Trust Company of New Jersey mortgage? A. A period of three years at 6% as I remember.

Q. You have an item charged of $126.46 for charges in connection with procuring loan, what were these charges? That is the loan of Trust Company of New Jersey? A. Most of them were carfares and pay roll.

Q. Whose pay roll? A. G. D. Beaumont.

Q. For your services? A. Yes.

Q. And for your carfares? A. Yes.

Q. You have charged 10% commission on the interest paid on the Provident Institution for Savings loan, and on the interest paid on the Title Guarantee & Trust Company loan, what authority had you for charging 10% on the interest that was disbursed for loans? A. Contract provides that we receive 10% on all expenditures as I remember.

Q. On all expenditures? A. Yes.

Q. Turning to the sale of the lots, what authority did you have for the sale of the lot to Hughes for $3,500? A. Authority contained in letter marked Exhibit D-71.

Q. Was that the only written authority for the sale of the Hughes lot? A. The contract provided for it.

Q. Any other writing? A. Not that I recall at this time.

Q. In what is your written authority to sell the Noe lot contained? A. In two letters, D-72 and D-73.

Q. Any other writings? A. And in the contract.

Q. You have a charge for interest and fees paid to Craig in connection with paying off the $9,000 mortgage of $146.83, how much of that is interest? A. I don't remember at this time any fees other than provided in the contract between Mrs. Shaw and Craig in which she was to pay, as I remember, $5 for each release. That would involve three releases, one for the lot sold to Hughes, one for lot 6 and for lot 7. It is not divided here and I am not positive as to just the number of releases we had to pay for.

Q. You have a charge of $153.40 for charges in connection with the sale, what is that? A. Those charges are listed I believe on statement eight, itemized.

Q. What are they for? Read them. A. Pay roll, carfares, telephone calls, one for recording Craig mortgage—

Q. The pay roll amounted to $112.80 in addition to that sum? A. Will you read that question again?

(Question repeated.)

A. Here is one March 19, 1913 carting away rubbage.

Q. Who carted away this rubbage? A. I don't remember at this time.

Q. Did Brennan? A. I am not sure.

Q. Who did the excavating? A. Brennan.

Q. Was that under sub-contract? A. No, not sub-contract, verbal agreement and confirmed in a letter.

Q. Who moved the old building? A. Robert M. Hughes.

Q. What was his charge? A. $80 I think.

Q. That was part of the Craig house? A. Yes.

Q. The part that you used as office during the time the house was being built? A. Yes.

Q. And you used it as office during the time that the Noe house was being built? A. Yes.

Q. When did you stop using it as an office? A. I don't know just when I stopped, evidently when it was torn down. I also used it for storing materials.

Q. Why didn't you store the material in the cellar of the Beaumont house? A. We did afterwards.

Q. Why couldn't you have stored the material in the Beaumont house just as soon as the house was built? A. We could if we wanted to block it up.

Q. How big a room was this part of the Craig residence? Dr. Craig's office? A. Yes. I don't remember the exact size.

Q. Approximately? A. 15 x 20.

Q. The pay roll charges in connection with the sale of the lots are for your time are they not? A. I don't know whether they are all or not.

Q. Look at the records and tell me. A. I don't know whether I can tell from looking at the records.

Q. Have Mr. Rowan look it up. A. Mr. Rowan says he believes it includes my time, some of his and some of Stanleys.

Q. Anybody else? A. No.

Q. What were the telephone calls for? A.

Pretty hard to say just what they were for, they were in connection with the transaction.

Q. What were the carfares for? A. Naturally in connection with the transaction, pretty hard to say what each carfare was for.

Q. You charge a ten per cent. commission on taxes for 1913 and 1914 that you paid out of the moneys that you got from the sale? A. I believe we did.

Q. And you charge ten per cent. on the interest on the Craig mortgage—on the interest that was paid on the Craig mortgage, did you not? A. I believe we did.

Q. Was there not an offer of more than $3,500 for the lot that you sold to Hughes some time prior to that time? A. To whom?

Q. To you? A. No, sir.

Q. Did not Mrs. Shaw tell you that she had an opportunity to sell that lot for five thousand dollars? A. No, sir.

Q. Did she tell you that she had an opportunity to sell the lot? A. I don't remember her telling me anything of the kind. I remember of Mrs. Shaw saying that Doctor Craig said she could sell the lot to Mr. Hughes for five thousand dollars, but after she purchased she said that Mr. Hughes daughter had been to see her and that she raised the price of it to six thousand dollars because she thought he would have to have it in order to protect their property. The only offer I ever had from Mr. Hughes for that was the amount we sold it for.

Q. You told her not to sell it? A. I did not.

Q. What did you tell her? A. I was very anxious for her to sell it, and this was after the contract to February 26th was drawn.

Q. Didn't you tell her that you might use that lot? A. No, sir.

Q. At the time that you sold the lot to Mr. Hughes you was hard pressed for money, was you not? A. In connection with this proposition, yes.

Q. And you needed money bad, did you not? A. Yes, sir, I guess we did, so far as this proposition was concerned.

Q. And you went to Mr. Hughes and tried to do business with Mr. Hughes on his own terms, didn't you? A. I did not; I endeavored to sell the lots from the time the contract was signed.

Q. Two apartments in this house had been rented before the house was finished, had they not? A. They had.

Q. And the tenants expected to move in on the first of October, didn't they? A. Yes, sir.

Q. And they were prevented from moving in on the first of October because the house was not finished? A. Yes, sir; that is correct.

Q. And they didn't move in until the first of November? A. Yes, that is correct.

Q. Turning to the rent account, on March 6th, 1914, you paid out $10.80; what was that for? A. March 6th, 1914, $10.80?

Q. Yes. A. Clothes line poles.

Q. How many of them were there? A. I don't remember just how many.

Q. Does your statement tell you? A. I don't think so.

Q. Does your book of account tell you? A. I imagine they do; I will turn to them and see. (Examining books) My day book says there was twelve posts.

Q. How long are those posts? A. That I don't know.

Q. Well are they fifty feet long? A. You mean all of them together?

Q. No, one of them? A. No, I don't think so. I never saw any quite that long.

Q. Are they twenty feet long? A. I suppose they are about twelve or fifteen feet long—something like that.

Q. What is the diameter of each one? A. That I don't know.

Q. Well is it five feet in diameter? A. I don't know what to think of your remarks,—saying five feet in diameter.

Q. I mean five feet in diameter? A. I should say they were nearer five inches in diameter.

Q. Are they more than five inches in diameter? A. That I don't know.

Q. Are they less than five inches in diameter? A. That I don't know.

Q. Did you see them when you bought them? A. I don't know whether I saw them before they were delivered to that job or not.

Q. Did you see them after they were delivered to the job? A. Yes, sir.

Q. Did you see them after they were put in the ground? A. Yes, sir, the part that is above the ground.

Q. How deep in the ground are they? A. I don't know just how deep they are.

Q. You know they are there, don't you? A. Perhaps in the neighborhood of three feet in the ground.

Q. You have charged on March 7th for $22 for payroll for setting clothes line posts; was that for the wages of the men who were doing the work of setting these twelve clothes line posts? A. It was.

Q. Who were the men who did the work? A. I think a man by the name of Pritz and Stanley did that work.

Q. Pritz you say drew wages of $25 a week? A. No, I think $27.50.

Q. And Stanley drew wages of $18 a week? A. Yes, sir.

Q. On March 14th you have a charge of $48 for setting clothes line posts; was this for wages in setting the same clothes line posts? A. Yes, sir.

Q. On March 21st you have a charge of $42 for payroll for setting clothes line posts; are those the same clothes line posts? A. These charges were based—I remember what was done at the time. At the time this work was done of setting the clothes line posts it was setting the posts and concreting them in and doing a certain amount of grading in connection with the yard. Stanley was doing something else around the house there at the time, some of which was in connection with repairs, and he was perhaps helping Pritz. I know that he was there at that particular time working in Mrs. Shaw's apartment—some little repairs. Just what other repairs were done at that time and were put in on this particular payroll I don't know.

Q. (The Master.) Well in the payrolls dated March 7th, March 14th and March 21st, (that was three weeks) was there any of your charges in that? A. No, sir, none of mine is in this item, as I remember.

Q. On November 26th, 1915, you made an affidavit in which you stated that on March 7th, 1914, you had paid $22. for payroll for setting clothes line posts; that on March 14th, 1914, you paid $48. payroll for setting clothes line posts; and that on March 21, 1914, you had paid $42. payroll for setting clothes line posts; do I understand you now that that affidavit is not correct? A. I am telling you that these charges that are put in here were at the time they were doing that; that may be part of the time perhaps they were

making some other repairs in the apartment, but it was evidently thought at the time it was not an important item and it was charged under this head.

Q. Then if they did any other work it was a small item of work, was it? A. Yes, sir, the main part was in connection with setting the clothes line posts, and the concreting in the yard in connection with them, I think they concreted around them.

Q. You mean concrete in the holes where the posts set? A. Yes, sir.

Q. And not concreting the yard? A. No, sir.

Q. So for the clothes line posts that cost $10.80 for twelve of them it took three weeks to set them at a cost of $114.00? A. Whatever there is charged there.

Q. Why didn't you hire some Italian laborer to do this work instead of workmen to whom you say you were paying high wages? A. We had them available and we thought they would be best in charge and we sent them over to do the work.

Q They were on your payroll? A. Yes, sir.

Q. And you had to pay them for their time? A. Yes, sir; we paid them.

Q And they were not doing anything else at that particular time? A. When they were doing this they were not, no, sir.

Q. So you just thought you would send them over to do the work at this apartment and charge their wages to the complainant? A. We sent them over to do this work because we had the men available and didn't have any others at the time.

Q. Why didn't you go and get some laborer whom you could hire at $1.50. a day to do this work? A. Well, we didn't do it.

Q. I ask you why you didn't do that? A. Because we had these men available to send.

Q. Is that the only explanation you have? A. Yes, sir.

Q. Why did it take them three weeks to put twelve clothes line posts in the ground? A. We charged the time that they were over there, and that was the thing they went over for—to grade the yard and put clothes line posts in and concrete them.

Q. Do you know whether they worked steady there or not during that time? A. I was not there watching them.

Q. Did you have anybody there supervising them? A. No, sir.

Q. Pritz was a skilled mechanic, was he not? A. Yes, sir.

Q. Was Stanley? A. Yes sir.

Q. Stanley was an office man, was he not? A. He was inside and out; he has worked outside more than inside during the time he has worked for me, which is five or six years.

Q. When you bought coal for this apartment did you receive any bids from Edwards to supply the coal? A. I don't remember whether we did or not.

Q. Did you receive any bids from anybody else? A. I don't remember just what bids were received.

Q. On page 123 of your testimony in answer to a question you said that the tenant Holt afterwards did move out of the house without paying the last month's rent? A. Yes, sir.

Q. Did you make any effort to collect the last month's rent from him? A. We finally found out where he lived in New York and mailed him a registered letter enclosing a bill.

Q. And when was that? A. I don't remember just how long ago that was.

Q. What did the month's rent amount to? A. Sixty dollars.

Q. What is Holt's business? A. I don't know.

Q. Is that the only effort you made to collect that month's rent? A. Except an effort before they moved, we tried to get them to pay the rent before they moved.

Q. Did you give the matter to an attorney to sue? A. No, sir.

Q. Why not? A. Our experience is that you don't want to pay for such things, and in as much as we believe that you should, we have not taken that stand.

Q. How long ago has that been? A. What?

Q That Holt moved out? A. He must have moved out around the first of September or the last of August. His lease was up on the first of October, I believe.

Q. Are there any unpaid bills now for labor or material against the apartment house? A. Nothing that I remember of, unless it is some little thing that may have come up during this month it may be a few cents; but I don't know that there is anything.

Q. (Mr Lewis.) Does that answer include or exclude the Beaumont Company claim? A. It excludes it.

Q. Who did the mason work on the building? A. The G. B. Beaumont Company.

Q. Where there is a conflict concerning the dates of payment or the amounts of payment between the items of the statement and the cancelled checks, which is accurate? A. You have two questions included in that question—if you will take one of them at a time I will answer it.

Q. You can answer that or not answer it just as you see fit. A. Well I will answer it this way. So far as to the date of payment the cancelled checks are right, so far as to the amounts of payment the checks are intended so far as they cover the payment.

Q. After you had finished the building in 1914 the first statement that you delivered to Mrs. Shaw, the complainant, was this statement dated November 23rd, 1914, which has been marked C-1 for identification, is that so? A. Yes, sir, that is the first one I remember delivering.

Q. When was the second statement delivered to her? A. About March 15th, 1915.

Q. And what statement was that? A. This detailed statement.

Q. And was that the statement that you discussed in the office of Hartshorne, Insley & Leake? A. It was.

Q. When you handed this first statement, Exhibit C-1, to Mrs. Shaw, dated November 23rd, 1914, you come to see her, didn't you? A. I saw her then at the time, yes, sir.

Q. You had an offer of settlement on at that time, did you not—you offered to take the vacant lots over in settlement? A. No, sir, not at that time.

Q. What did you say to Mrs. Shaw when you delivered this settlement to her in regard to the amount due and the settlement of the amount due? A. I handed her that statement, as I remember, and the statement explains itself as far as it goes.

Q. Didn't you say anything to her about the $4,900. which you say is due to you here? A. I don't remember just what was said about that, if anything was said.

Q. Didn't you ask her to pay it? A. No, I don't know that I did.

Q. Afterwards you offered to take over some vacant lots in settlement, did you not? A. About the latter part of February, 1915, we did.

Q. At what price did you offer to take the lots over? A. I offered to take them at nine thousand dollars.

Q. What was your first offer? A. I didn't make any first offer.

Q. Was that the only offer you made? A. Yes, sir, that was the only offer that was talked about. I told her about what the other lot was appraised at by the bank, which was eight thousand dollars, and of course I told her I didn't want the lots at all, but agreed to take them over at nine thousand dollars and take a second mortgage on the apartment house for any balance that was due the G. B. Beaumont Company.

Q. That was in February, 1915? A. Yes, sir, about the latter part of February, 1915.

Q. Why didn't you make an effort to collect this money from Mrs. Shaw before November 23rd, 1914? A. We always understood that Mrs. Shaw didn't have any money at that time because she was making demands on us for money. I did ask her several times if she couldn't get some one to take a second mortgage on the house so that she could settle it up.

Q. Did you tell her how much was due to you? A. I don't recall just what conversation there was on that, if any. I don't recall any conversation as to the amount due, except at the time I gave her that statement.

Q. After you delivered the second statement to her you had a discussion with Mr. Insley about settling the matter did you not? A. Yes, sir.

Q. And you came to no settlement at all as a result of that discussion, did you? A. No, sir. The fact that we are here is the best answer to that.

Q. And when you left Mr. Insley's office you said that you were going to add items to these charges, did you not? A. At Mr. Insley's office I told Mrs. Shaw that we would make her a pre-

sent of one thousand dollars of the amount that was shown due us at the time. The question was asked first by me if a settlement was made whether or not it would be made in cash, and Mrs. Shaw's son answered and said that it would be made in cash. After that I said if the payment was going to be made in cash, we would make her a present of one thousand dollars of the amount due us at the time.

Q. You meant that you would take one thousand dollars less? A. Yes, sir, I did. Mrs. Shaw and her son and Mr. Insley went out in another room and had a talk and they came back and offered us two thousand dollars. I asked Mrs. Shaw if that was the best she could offer me and she said she couldn't afford to pay any more. Then I said "it is not a question of what is due us, but a question that you can't afford to pay any more". On leaving the office I told Mr. Insley that if he could get Mrs. Shaw to make us a reasonable offer, somewheres where we could split the difference, we would gladly settle.

Q. When you left Mr. Insley's office you said that you were going to add items to these charges, did you not? A. I don't remember of making any such statement that I was going to add items to this statement, I don't remember making any such statement.

Q. Did you say that you would include charges for either labor or material in addition to the charges that were set out in this itemized statement? A. No, sir.

Q. You did not say that? A. No, sir. You have the statement, and it has never been changed that I know of. At the time of the conversation in Mr. Insley's office we had submitted to him the detailed statement which is annexed to the cross-bill.

Q. (Mr. Lewis.) Well, had anything occurred since the detailed statement was submitted up to the time you had the interview respecting the detailed statement, which would make it proper to add items? A. Well there was no doubt some items from the time it was made up to up until the time of the conversation. I don't know just the number of days there was between.

Q. Tell me what services Mr. William E. Arnold rendered in this matter? A. Mr. Arnold drew the contracts and he drew one or two deeds of conveyance in connection with the sale of the lots, and we consulted Mr. Arnold regarding the sub-contractor who failed to do his work in accordance with the contract.

Q. What sub-contractor? A. Mr. Cullen, the Plumbing contractor; he laid down on his contract and apparently for want of money.

Q. (Mr. Lewis.) What do you mean by "laying down"? A. Not doing his work at the time provided for.

Q. Well go ahead. A. And later Mr. Arnold drew up some paper in connection with the settlement. We made a verbal settlement with Mrs. Shaw, which we talked about a few minutes ago, in which it was decided that we would take the lots for nine thousand dollars and take a second mortgage on the house for any balance that might be due us, and following that verbal settlement we had Mr. Arnold drew up a paper.

Q. What else did he do? A. I don't recall in detail anything else.

Q. At the time that you entered into this contract Mr. Arnold represented you, didn't he? A. Yes, sir.

Q. And Mrs. Shaw had an attorney of her own, did she not? A. I don't know whether she had one of her own or not.

Q. Who represented her? A. Why Hartshorne, Insley & Leake—Mr. Hartshorne.

Q. After the contract was signed you say Mr. Arnold drew two deeds? A. I don't know whether after that or not.

Q. Who were the deeds to? A. I have not kept the date of the sale of the lots that were sold.

Q. And after that you consulted him in reference to the trouble you had with Cullen, the subcontractor? A. No, sir; not after that, but during the time we was building the building.

Q. And then after you tried to collect the money that you claimed to be due from Mrs. Shaw you consulted him again, didn't you? A. When?

Q. When did you make this verbal settlement with Mrs. Shaw? A. In February.

Q. What year? A. 1915.

Q. You consulted him then, didn't you? A. Yes, sir, but not about the settlement but about drawing up the paper.

Q. Drawing up the paper for the settlement? A. Yes, sir.

Q. Why didn't you make Mrs. Shaw go through that settlement, if she made a settlement with you? A. Mrs. Shaw agreed to the settlement and the next thing I knew Mr. Insley called me up and said Mrs. Shaw had placed this matter in his hands, and he asked us if we would give him an accounting. I asked Mr. Insley just how much detail he wanted us to go into in making up the accounting and he said "you can use your own judgment, and if I want anything more than you have given me I will ask for it." Following that conversation I told Mr. Rowan to go at it piecemeal.

Q. Why didn't you hold her to her settlement? A. How are you going to hold her, if this thing fails what is there to hold? The paper was

not signed, we had the paper prepared and in the meantime she engaged Mr. Insley.

Q. Then you had not made a settlement? A. Yes, sir, we made a verbal settlement.

Q. (The Master.) Do you mean that there was a balance agreed upon between you and Mrs. Shaw as the amount due? A. Well, not definite.

10 Q. There was not a definite agreement as to the amount due? A. No, sir it was left that whatever there was over I think about three thousand dollars we were to take a second mortgage for, and that we was to figure out to see just what it was.

Q. On December 26th, 1913, you have a charge of $80. charged to the sale of the lots, have you charged that to the sale of the lots? A. Yes, sir.

Q. Why did you charge it to the sale of the

20 lots? A. Well the barn was standing on parts of two lots—the word barn is an error, it should be part of the Craig residence; but in order to clear one lot so it could be sold the barn was moved on the vacant lots—on the adjoining vacant lots.

Q. You wrecked it afterwards, didn't you? A. We sold it afterwards.

Q. Sold it to whom? A. That I don't know.

Q. (The Master.) What was it sold for? A.

30 Well that don't seem to be divided up here.

Q. Was it sold as a whole? A. Mr. Rowan seems to think we didn't get anything for it—hat it was a even break with the man who took it down.

Q. Was the lot upon which the building was moved sold afterwards? A. No, sir, but we afterwards tore it down because we thought the lot would look better.

40 Q. You tore it down? A. No, we didn't do it, I think we had some one else do that.

Q. Did you hear Mr. Lewis state to Vice Chancellor Stevenson some two weeks ago in the Court of Chancery that since the commencement of this suit you had not been making any charges of ten per cent on the moneys expended for this building? A. Well, that is not clear in my mind, I don't understand you.

Q. What don't you understand about the question? A. You said for the building.

Q. For the running of the building then? A. I remember Mr. Lewis saying something about the charges, but whether he said we had not made any charges or whether he said we had not deducted any from the amount of money received and had deposited the money, I am not sure.

Q. Do you remember that I said that the receiver's charges for operating such a building would be less than the ten per cent charge you was making? A. I don't remember that, no. I remember some other things that you said that seemed more important to me.

Q. Well have you been charging ten per cent on the expenditures for running that building since the commencement of this suit? A. Well, I will refer to the sheets to see what we have charged. Yes, we have; our itemized statement here shows up to October 20th, 1915, that there is one ten per cent charge following the total we have—on the total of expenditures.

Q. Did you tell Mr. Lewis that you had not any more in the Court of Chancery? A. Well, no, I don't know that I told Mr. Lewis anything regarding it. I told him that we had not deducted any ten per cent but had deposited all the money, other than for actual expenditures.

RE-DIRECT BY MR. LEWIS:

Q. You stated in your cross examination that some of the materials that you took from the Craig residence were used in the construction of the Noe house, was Mrs. Shaw credited by you with those materials? A. She was.

Q. When you applied to Mr. Fielder, or through Mr. Fielder, for a loan, where was the certificate of guarantee of title—by whom was it then held? A. Presumably by Mrs. Shaw, she made the mortgage and perhaps they gave her any papers of that kind.

Q. (The Master.) Well, it seems to be lost, does it not, that guarantee, you don't know where it is? A. No, I have never had it. All that we did in these cases was to make application for the loans and deed the property back to Mrs. Shaw and she would make the bond and mortgage. In the case of the New Jersey Title Guarantee & Trust Company I think she gave them a letter asking them to pay us any balance that would be payable on that mortgage.

Q. And when you signed the agreement there with the Trust Company to pay them for a guarantee of the title you had no authority to do it? A. Except that the contract gave us authority to secure such loans and provided how it was to be done, and so I felt I was entitled to make application.

Q. And did you understand that the contract authorized you to secure such mortgage loans? A. Yes, sir; that was what I thought.

Q. When you negotiated the sale of a lot of land to Hughes did you obtain for that lot the highest price possible? A. We did, yes, sir.

Q. In your judgment was it a fair price for the property? A. It was, the lots are appraised

on the Boulevard at four thousand dollars and this being on a side street at three thousand five hundred dollars seems like a reasonable price in comparison with the rest.

Q. (The Master.) She signed the deed for that, didn't she? A. Yes, sir, she did.

Q. Do you know what Mrs. Shaw paid for the Craig property in purchasing it? A. Thirty-three thousand dollars, subject to a mortgage.

Q. Well the purchase price was what? A. Thirty-three thousand dollars.

Q. And the sale was subject to a mortgage? A. Yes, sir.

Q. You was asked by counsel for the complainant whether if at the time you negotiated the sale of this lot to Mr. Hughes the Beaumont Company was pressed for money, and you said that it was, in what connection? A. I said it was as far as this proposition was concerned.

Q. Had you at that time received on account of your contract as much money as you was entitled to from Mrs. Shaw—that is on your building contract? A. No, sir, we had not, we were entitled to full payment at that time.

Q. And you needed money then to go on with the work under your contract, did you? A. No, the building was completed at that time of conveying the lot to Mr. Hughes.

Q. (The Master.) Did the contract provide when payments were to be made? A. Well, when it was completed, and this was after the completion of the contract. All of the mortgages and the sales, except the one fifteen thousand dollar mortgage to the New Jersey Title Guarantee & Trust Company was made after the building was completed.

Q. And occupied? A. Yes, sir, two sales and two mortgages.

Q. Have you stated, and if not, will you state the date of the presentation of your claim for balance of payment to Mrs. Shaw? A. That is the detailed statement?

Q No, the first statement? A. The first statement I think was in November, 1914.

Q. And the detailed statement was when? A. About March 15th, 1915.

Q. If I recall correctly you stated in your direct examination that shortly after the completion of the building you requested Mrs. Shaw to come to your office and examine the account with a view to settlement, is that correct? A. Yes, sir, we did.

Q. When was that? A. I would have to refer to data for the exact date.

Q. How long was it after the building was completed—about how long? A. Just let me see that statement of November, please.

Q. (The Master.) At the time the building was completed was there any adjustment or attempted adjustment made between you and Mrs. Shaw, was there any adjustment made then? A. I made an appointment—I just want to refer to this letter for it. This was taken from data at the time. (Referring to letter.) I made an appointment with Mrs. Shaw to call at our office on January 29th, 1914, for the purpose of going over the account. She stated to me on January 28th, that she was not in a position to take care of the property, that she did not think it was worth while to come over to our office to go over the account.

Q. And then subsequent to that you sent her a general statement of the account? A. Yes, sir.

Q. (The Master.) This letter marked D-21 was received by you before the building was completed? A. Yes, sir.

Q. In which you was authorized to rent the

apartment and make such arrangements that may seen advisable in connection therewith, and to be added to the contract, was the building at that time in condition to be rented? A. It was in course of construction at that time.

Q. What was the object of that letter at that time? A. Well we started to rent the building as soon as we started to construct it.

Q. And was there any renting in pursuance of that letter up until the time the building was finished? A. Why there was two apartments rented.

Q. Before the building was finished? A. Yes, sir, during that summer, and we have continued renting the apartment under this letter.

Q. After the building was completed there was no authorization? A. No, sir we have gone on running the building, collecting the rents, and so forth.

Q. Was that Mrs. Shaw's desire and request? A. Yes, sir.

Q. (The Master.) Apart from that letter? A. Yes, sir, up until the time this suit started we have never had a word of complaint from Mrs. Shaw in anyway shape or manner regarding what we did.

MR. LEWIS: I now offer the several exhibits which have been marked for identification in evidence and ask that they be marked with the same designation.

THE MASTER: All exhibits offered on the part of the defendant for identification are now considered in evidence and to have the same marking.

Q. I show you a letter addressed to G. B. Beaumont Company, purporting to have come from Woodhouse & Company, dated June 24th, 1915,

pertaining to the completion of the work in mirror doors and proposing settlement, did you receive that letter? A. Yes, sir.

MR. LEWIS: I offer this letter in evidence.

MR. DECKER: I object to it. It is a self-serving statement of a third party introduced here in an effort to bind this complainant.

MR. LEWIS: Well in answer to that the defendant has reference to the testimony already mentioned.

Letter marked Exhibit D-76.

Defendants as accountants rest their case.

MR. DECKER: At this time I want to give notice, so that after this it cannot be said that there was surprise, that I am going to object to all items unless proper vouchers have been produced to show the payments of the items and what it is for. The Court of Errors and Appeals has decided in three cases that I know of that in matters of this kind the person demanding the account is entitled to receive vouchers, and that cancelled checks of themselves are not vouchers nor are entries in books of account, and if vouchers are produced before the next session I have no objection to the case being opened so far as to admit those vouchers, but otherwise if they are not produced I will make objection to all items that they are not produced for.

ADJOURNED until Wednesday December 22, 1915.

Further adjourned until a day to be fixed later.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause, this fourth day of January, nineteen hundred and sixteen, at ten o'clock in the forenoon, pursuant to adjournment.

Appearances as heretofore.

THOMAS J. CULLEN, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Cullen, what position do you hold in the Cullen Plumbing Company? A. Proprietor.

Q. Is it a corporation? A. No, sir, I just use the name.

Q. You had a contract to install the plumbing in the apartment house at No. 2680 Boulevard, did you not? A. Yes, sir.

Q. And you did install that plumbing? A. Yes, sir.

Q. What was the contract price? A. $3278.00.

Q. Well, now, just start at the beginning and tell your experience with the Beaumont Company. A. Well, I got the contract from Mr. Beaumont to go ahead with the plumbing, then to the best of my memory the first extra on the contract was

to install an extra bath room in the cellar and furnish a common closet—not a first class closet —not like the new jet closet of Renolds & Johnson Company. Then they asked me if I could furnish a bond and I said yes, and so he told me to go ahead with the work, and so I started the work. When I measured up the sewer on Highland Avenue, taking the manhole off on Highland Avenue, I found I couldn't make the connection from Highland Avenue for the building to get the proper pitch, and I informed Mr. Beaumont to that effect at the time, and so I was to run this sewer from Glenwood Avenue, and add the difference on the price, whatever it would be, which amounted to an extra on the sewer of $114.45. And there was an extra on gas of $17.14, and an extra on leader of $5.18, and the total amount is $3,414.77.

Q. What was the first payment? A. By my agreement with Mr. Beaumont on my contract my first payment was to be $1,250, when lead roughing was in ready for fixtures.

Q. Well did you get that? A. No, sir, when I was ready for my first payment I went to Mr. Beaumont and told him I was ready and he said all right and to come over in a week.

Q. (The Master.) When was that date? A. That was in 1913, July 12th—it would be around June—some time in June, because July 12th, I got my first money. So I went over again and so he told me then—he said "you have not filed any bond here". "Oh", I said, "have I got to have a bond", and then I said, "all right, you ought to know my work, you don't have to know me." I said, "If I have got to get a bond I will do so to get my payment, what bonding company do you want me to get the bond from", and he said any bonding company at all will do.

Q. What was this bond for? A. In good faith that I would furnish the work according to the contract and pay all bills and so forth.

Q. Well go ahead. A. I forget the name of the Bonding Company, but they have got an office downstairs on the first floor here. I got the bond from them and brought it over, and there was some question with regard to the bond, and so I had Mr. Leforge come with me and see Mr. Beaumont and see what changes he wanted in the bond, and he made those changes and he spoke of some other changes. Then the question was what was I going to do with this first payment, and I told him I was going to pay for the material, and the balance I was going to keep myself for the labor that I put in on the job. He kind of questioned that and so I told him all he had to do would be to make out a check to Renolds & Johnson and Cornell & Underhill, and to give the balance of the money to myself, but I can't say for sure—

Q. You are now speaking of the first payment? A. Yes, sir. It should have been $1,250, but when I got my check for the balance with that taken out I found it was only for $1,200.

Q. What did he say to you then? A. He wanted me to sign a receipt "received payment according to contract," and I told him no, I would not sign that, but if he would give me a check for fifty dollars more I would sign it; or if he wanted to make up a receipt for twelve hundred dollars I would sign that. Then he made out a receipt for the twelve hundred dollars and I signed it and left. When it came to the time of finishing the building he called me up and told me he wanted me to go ahead with the plumbing, and as I felt under the conditions, the way the building was in, that I was going to have trouble with Mr.

Beaumont, as it took me four weeks to get my first part payment—

Q. (The Master.) When did you get that? A. It was on July 12th.

Q. What year? A. I guess 1913.

Q. Well go ahead with your story. A. After I got my first part payment Mr. Beaumont ordered me to go ahead with the work of finishing, and as I knew I was going to have trouble with him, as I did have trouble to get my first payment out of him and so I felt I would have trouble to get the balance out of him as he was dickering along with me. Then he sent me a three days notice to go ahead with the work, and so just as soon as he did that I told him that he had broken his contract and if he wanted me to finish the work he would have to make a new contract with me, but this time I would dictate the contract. He said, "is that so", and I said "yes", that is "so". Then he went to some of the other plumbers and got figures on finishing the work, telling them that I could not get the material to finish it.

Q. (Mr. Lewis.) Were you present, did you hear him? A. Nothing more than the other party called me up and asked what the trouble was.

MR. LEWIS: I object to all that class of testimony.

WITNESS: So then the contract that I made with Mr. Beaumont was that he was to pay for the material on the ground, which would have been $1,500., when the material was on the ground. Then we settled on $1,450. when the material was on the ground but not in the building, which Mr. Beaumont agreed to. The material was delivered on the ground September 17th, Renolds & Johnson receiving a certified check for $1,450. Fur-

ther the agreement went on that he was to pay for the labor each week. September 20th the labor amount to $9.78—

Q. (Mr. Lewis) Was that agreement in writing? A. No, it was a verbal agreement. September 25th, payroll $93.75; October 4th, $110; October 11th, $70.69; October 18th, $32.16. Then I gave him credit. He asked me in regard to the gas stoves, whether I would furnish them or whether I would let him furnish them, and so I allowed him to furnish them. I told him I would allow him what I figured and I looked over the figures and found $238.05, which I allowed him for gas stoves. Then he spoke about the heater—he didn't think the heater was big enough. He said if he furnished the heater what would I allow him, and I said just what I figured on it, $44. That left a balance on the total amount of $166.46, which he paid me. No, he asked me to sign a release on the balance and when I refused to sign the same, then he paid me $166.44 on December 18th; and that settled payment in full according to the work I done and the extra work and the total amount.

Q. They were building the house while you was working there were they not? A. Yes, sir.

Q. Do you know what is meant by the bulkhead? A. The bulkhead is the part in front.

Q. How often was that changed to your knowledge? A. It was changed twice to my knowledge.

Q. Do you know the reason for its being changed? A. Nothing more than the foreman carpenter told me.

Q. How long were you working at that building doing your work? A. On and off around six or seven months.

Q. How frequently did you go there? A. As a

rule twice or three times a day, generally twice a day.

Q. How often did you see Mr. Beaumont there? A. Generally he was there Thursday.

Q. How long did he stay? A. Sometimes he would be there all day and sometimes only for an hour or so.

Q. Does this statement which you have referred to show the dates and the amount of the payments you received from the defendant? A. Yes, sir.

MR. DECKER: I offer this statement produced by the witness in evidence.

MR. LEWIS: I first desire to cross examine on it.

CROSS EXAMINATION BY MR. LEWIS:

Q. You have been testifying from a statement which you held in your hands while testifying; who made up that statement? A. The bookkeeper in my shop by my orders.

Q. And your bookkeeper's name? A. Margaret McCormick.

Q. Is the statement in her handwriting? A Yes, sir.

Q. The statement is in your bookkeeper's handwriting? A. Yes, sir.

Q. From what books or book was this statement made up? A. From the set of books that she used at the time this work was going on.

Q. Where are those books? A. At the office.

Q. Will you produce them here if required? A. Yes, sir.

Q. When was this statement made up? A. The date is there; I didn't notice the date; she might have made it on that day. It was one day I was called up from Mr. Decker's office and I called

there and he explained what he wanted. It was that same day. He explained the facts he wanted, and then I had the girl to make that out, and I brought it down and showed it to Mr. Decker; how I received my moneys and so forth.

Q. Who requested you to make up a statement from your books to bring here? A. Just myself to refresh my memory.

Q. Now after this statement was made up what was done with it? A. I put it in my pocket and came down and saw Mr. Decker, and left it with Mr. Decker.

Q. Have you compared this statement with your books, item for item? A. Myself?

Q. Yes. A. No, sir, and I didn't think I needed to because the girl has done work for me long enough for me to feel that she is competent. If you gave me a set of books to make the statement myself I couldn't do it, because I know nothing about bookkeeping.

Q. You know nothing about bookkeeping? A. No, sir.

Q. And you did not compare these items with your books? A. Nothing more than I have always told her when she received money on a contract, she should put it down to that contract; and if I asked her for a statement of how much there was due me from the starting period to the finish; she always gave it to me.

Q. But I asked you if you had compared this statement with your book entries? A. No, sir.

Q. Then you don't know whether this is absolutely correct? A. The only way I will prove it is to bring the books here.

MR. LEWIS: I object to the offer of this statement as a matter of evidence, and require that the books shall be produced here.

MR. DECKER: Let it be marked for identification then.

Statement marked C-1 for identification.

Q. How old are you, Mr. Cullen? A. Going on forty-three.

Q. How long have you been in the plumbing business? A. I am in the plumbing business for myself eighteen years, and at the business about twenty-five years. When I got my first position was twenty-three years ago this first of February, and then I got a permit as master plumber, and then I was out of business for six years down south, and then I came back and went in business again in the same place.

Q. You said you was in a private position; what did you mean by that? A. I don't know what you mean by private position.

Q. That is what you stated? A. I didn't intend to.

Q. How long has your company been incorporated? A. It never was incorporated. I have run under that name going on ten years.

Q. Then it is an individual company? A. Yes, sir; I just use Thomas Cullen Plumbing Company for a name, that is all.

Q. When you sign your releases as to any further claims against the building, how do you sign your releases? A. I sign them Thomas J. Cullen Plumbing Company, Thomas J. Cullen, Proprietor.

Q. Don't you consider that a rather round about way to sign Thomas J. Cullen? A. Well, no, I do not.

Q. What was your object in holding yourself out as a company instead of an individual? A. Well, I was in business here before and I just used Thomas J. Cullen and when I came back I

intended to incorporate. There was a party who was going to come with me and so I took the name Thomas J. Cullen Plumbing Company, and then this party didn't come in as he promised me, and so then I let the name go right on. I intended to incorporate, but this party never came in after making the promise to.

Q. When you was contracting with Mr. Beaumont did you inform him that you was doing it as an individual? A. I signed the contract I believe as an individual, Thomas J. Cullen Plumbing Company, Thomas J. Cullen, Proprietor.

Q. Where is the contract? A. On file in the Court House.

Q. Have you a copy of it? A. I don't think I have, because I only had one, and I left that on file in the Court House.

Q. The total contract price under the contract was how much? A. It was $3,278 I think. That is what my contract was, but then there was those other extra items which made it up to $3,414.77. That was with the extras.

Q. Why do you speak of a second contract? A. Because he broke his first contract when he did not live up to the first payment.

Q. How much work had you done? A. I had done my work according to the first contract; ready for the fixtures.

Q. And you then made another contract with him? A. Yes, sir; verbal, as far as I remember.

Q. You couldn't file that at the Court House, could you? A. Well, no, sir.

Q. What were the conditions of the first contract? A. The conditions was $1,250 when the roughing was in ready for the fixtures, and the balance when finished.

Q. Well, what did it all amount to? A. The total price do you mean?

Q. Yes. A. The total with extras, $3,414.77, that is including extras.

Q. Then as I understand you there was added to the total price of the first contract certain extras? A. Yes, sir.

Q. Which made the contract price as originally made with Mr. Beaumont, together with the extras, run up to $3,414.77? A. Yes, sir, the original contract and all the extras amounted to that.

Q. And they paid you that? A. Yes, sir.

Q. And you have no further claim? A. No, sir, no further claim on the building.

Q. How long were you performing that contract? A. I should judge from some time in May until September 28th—practically I was finished around September 28th.

Q. Do you remember when your contract bore date? A. No, sir, I do not; I would judge it was around May, but I would not be sure about that date.

Q. Do you remember when it was to be completed? A. I can't exactly tell the date of that; no, sir.

Q. As you did not proceed with your work in accordance with your contract, Mr. Beaumont had to serve you with three days' notice, didn't he? A. Because Mr. Beaumont did not live up to his contract with me.

Q. Well he had to serve you with three days' notice, didn't he? A. Yes, sir.

Q. You figured on something else and didn't get it, didn't you say that? A. No, sir, I didn't figure on anything else.

Q. I thought I understood you to say you figured on some other work and didn't get it? A. No, may be it was the deducting of the gas stoves

and heaters, may be that is what you have reference to.

Q. Regarding the first payment, was that matter taken up by the Plumbing Association? A. We took it up with the Plumbing Association, yes, sir, Mr. Beaumont did.

Q. Did that association order you to proceed with the contract with the G. B. Beaumont Company? A. They did; but they didn't have any right to.

Q. Did they tell you that you had received all the money under your contract? A. No, sir, they did not.

Q. What did they tell you? A. They told me I should not hold up a job like that for fifty dollars. I said I am not holding it up for fifty dollars, but I am holding it with the expectation of my getting through without a lot of trouble.

Q. And anticipating trouble you was refusing to proceed with your contract? A. Because he didn't live up to the first part of it.

Q. And by refusing to proceed with your part of it you knew that you were embarrassing Mr. Beaumont in the construction of the building? A. I didn't refuse Mr. Beaumont when I didn't go ahead with it.

Q. (Question read.) A. I didn't refuse to go ahead until he served me with three days' notice, and then I told him why I would not go ahead with the contract.

Q. He had not refused to pay you the contract price had he? A. He didn't pay it.

Q. He had not refused to pay you the contract price, had he? A. Yes, sir, he did, in the office when he paid me the $1,200, and when I wanted him to give me the other fifty dollars; and when he wanted me to sign the receipt I told him if he

would give me the other fifty dollars I would sign it.

Q. But you have told us that you did sign for twelve hundred dollars? A. I am giving you my reasons now.

Q. I don't want your reasons. How much of this work did you do individually? A. Myself?

Q. Yes. A. I first put in the house trap and fresh air vent outside of the building myself, and off and on I worked an hour or so in a day, and then maybe I would not work there for two or three weeks. I had seven men there and I would once in a while help them out.

Q. You had the other work going on at the same time? A. Yes, sir.

Q. In several places? A. Yes, sir.

Q. Which required your attention? A. Yes, sir, different times.

Q. Then how do you know how many times a week or how many days in a week Mr. Beaumont was there at the building? A. Because he generally used to ask for me when he was there.

Q. And often times you was not there for a week? A. I said I didn't work in the building for a week, or may be there would be a week I would not work in it—I meant working with tools.

Q. And sometimes you would be there once or twice a week? A. I was there generally twice a day. I thought you meant when I was working there myself.

Q. How many jobs did you have on when you were doing this work? A. I had I guess about four.

Q. Where were they located, how far apart? A. Less than ten minutes walk.

Q. All of them? A. Yes, sir.

Q. From your place of business? A. Yes, sir.

Q. When the Plumbing Association ordered you to proceed with your work under your contract, did they not make it plain to you that there was work under your contract to be done, which you had not done before you was entitled to your first payment? A. No, sir, they did not.

Q. Are you here under subpoena? A. Nothing more than I was asked to come.

Q. I asked you if you was here under a written subpoena? A. No, sir.

Q. Then you are a voluntary witness? A. Yes, sir.

EDWARD I. GOLDENBERG, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. What is your business? A. House wrecking and general contractor.

Q. How long have you been in that business? A. About fourteen years.

Q. In Jersey City? A. Through the country.

Q. Did you ever look at the residence of Doctor Craig on the Boulevard and Highland Avenue, Jersey City? A. Yes, sir.

Q. When was that, do you recall? A. I should say about three years ago, but I am not sure about the date.

Q. How did you come to look at it? A. At the personal request of Mr. Beaumont.

Q. What was your purpose in looking at it? A. Rendering an estimate for the demolishing of that building.

Q. Your business is that of wrecking buildings,

and then selling the material for salvage from the building? A. Yes, sir.

Q. Did you give such an estimate? A. I did.

Q. What was the amount of the estimate? A. Twelve hundred dollars.

Q. Who was your estimate given to? A. To Mr. Beaumont.

Q. Did that mean that you would pay twelve hundred dollars cash for the building and wreck it yourself? A. Yes, sir.

Q. What estimate did you make as to the cost of wrecking that building? A. To the best of my knowledge I think I calculated between five hundred and fifty and six hundred dollars.

Q. And did that include all of the cost? A. Absolutely.

Q. Both the labor and the supervision of the labor? A. Yes, sir.

Q. And carting the material away from the building? A. Yes, sir.

Q. And selling it after you had it stored in New York? A. The selling part was not added to that. The five hundred and fifty to six hundred dollars was the total figure for the labor of wrecking the building and carting the material to my yard.

Q. What would the selling cost of the material be—what percentage? A. We figure just about one hundred per cent. profit, plus the cost of the job and the labor.

Q. How long did you estimate it would take you to wreck that building? A. A special request was made by Mr. Beaumont to me to let him know just how long it would take to tear the building down, and then to the best of my knowledge of the conversation that took place; I agreed to give him twelve hundred dollars with the dis-

tinct understanding that I was to be given thirty working days to do the work of this particular building so as to enable me to get all the salvage possible, and under no other circumstances would I have given him twelve hundred dollars.

Q. How many men would you employ during those thirty days? A. Between seven and ten men at the utmost.

Q. What would their wages be? A. From $1.75 to $2.75.

Q. Would it be necessary to have a telephone there in the building? A. Why no, we don't have any telephone on our jobs.

Q. Would it be necessary to make telephone calls? A. Yes, that would be so, it would be necessary to make telephone calls.

Q. For what purpose? A. To people on the job or the office and we had to call trucks there to come to the job and remove the material.

Q. Would it be necessary to spend any car fare? A. Yes, sir.

Q. For what purpose? A. To travel to and fro from the job to the yard.

Q. For the men to travel to and fro from the work? A. No, sir, the men are supposed to pay their own car fare if they want to work; but my own personal expenses and the foreman.

Q. You have supervised that kind of work for fourteen years you say? A. Yes, sir.

Q. How many buildings in the course of fourteen years have you wrecked? A. In this last year alone we took down one hundred and fourteen buildings, so I don't know how many we have done in fourteen years.

Q. You wrecked the old post office in Jersey City, didn't you? A. Yes, sir.

Q. And what other buildings in Jersey City?

A. Twenty-eight for Colgate & Company; thirty-four for the Pennsylvania Railroad Company, and for various other corporations throughout the state.

Q. Have you wrecked any buildings in the vicinity of Jersey City of the same class as the Craig residence, I mean any residences? A. We have taken down four private mansions in the City of Montclair in the last three years.

Q. Have you got any photographs of them? A. Yes, sir, I will show you one example. Here are two views of one building in the City of Montclair, a private residence. Here is the front view and here is the side view (exhibiting photographs).

Q. How does the size of the old Craig residence compare with the size of the Montclair residence that you wrecked? A. Why you could hide the Craig residence in the cellar of this building.

Q. What did it cost to wreck that building in Montclair? A. I have a complete record of the expenses in my book.

Q. What are they? A. I could read them to you, but I don't recall them.

Q. (Mr. Lewis) When was that data in the book made? A. As I procured it on the job daily.

Q. By you? A. Yes, sir, personally. The payroll on the job amounted to $1,530.45 and the trucking of the material to the various customers who purchased the material was $489.70. We paid $800 for the building. The railroad expenses on this occasion we paid for the men for their traveling, and that was $58.72. That makes a total of $2,878.87.

Q. That was the cost of wrecking the building? A. Yes, sir, that was the cost of the building and

the wrecking of the building from the beginning of the job, March 2.

Q. How long did it take you to wreck it? A. All complete, approximately about ten weeks—ten payrolls.

Q. How long did it take you to wreck the old post office in Jersey City? A. About forty-five working days.

Q. What kind of a building was that—what construction? A. A good substantial building well constructed, and the bricks were all laid in cement mortar.

Q. How many men worked on that job? A. About fifteen men a day.

Q. And what was their average pay? A. The same pay, $1.75 to $2.75 a day.

Q. Is a charge of $19.20 a day for eight hours work for supervising the wrecking of the Craig residence an excessive charge or not? A. Does that mean personal supervision?

Q. Yes. A. I would not go on record to say whether it is excessive or not. It would be a question of what the man's income was that supervised that job, whether his time was worth that much money a day.

Q. A charge of $19.20 a day has been made by Mr. Beaumont for his time in supervising the wrecking of the Craig residence. A. Every man has a perfect right to quote his own price. At $19.20 would be $2.80 an hour.

Q. What did you pay for supervising your work? A. I give my foreman twenty-five dollars a week.

Q. Is the cost of $1,566.43 for wrecking the Craig residence a fair and reasonable cost or not? A. Well, I would go on record in saying that it is about one hundred per cent. more than I would agree to spend for that particular job.

Q. Is it customary among people in your line of business to charge the cost of their tools as part of the cost of wrecking the building? A. That is all a question of how the contract was made. If we buy the building outright we supply our own tools.

Q. This offer that you made for the Craig residence would have meant that there would have been $1,200 net cash got out of the building for the owner, would it not? A. Yes, sir, to Mr. Beaumont.

Q. What was your estimate of the value of the material in the Craig residence? A. If I had been given thirty days to tear the building down, giving me an opportunity to save all the salvage in that particular building, contained at the time I offered the $1,200, which would give me ample time to remove everything in first class shape, and had the material been disposed of in proportion to the value of what the building contained, I would have realized between thirty-five hundred and four thousand dollars.

CROSS EXAMINATION BY MR. LEWIS:

Q. Mr. Goldenberg, how many men did you have employed in the wrecking of the building, the picture of which you have shown us? A. The number of men are right in the picture, twelve men and foreman.

Q. And how long did it take you? A. Ten weeks as I recall.

Q. How many times were you there during the ten weeks? A. I was there daily during the entire work.

Q. Then you had a force of men there and a foreman every day? A. Yes, sir.

Q. And the same conditions prevailed at the

wrecking of the old post office in Jersey City? A. Yes, sir.

Q. You had a force of men there and a foreman every day? A. Yes, sir.

Q. And you was on the job every day? A. Yes, sir.

Q. And you was the chief superintendent in both instances? A. Yes, sir.

Q. And you always are in your work? A. Yes, sir, I always am.

Q. That makes a successful business man? A. Yes, sir, always.

Q. You made a bid for the old Craig residence? A. Yes, sir.

Q. And the amount of that was what? A. $1,200.

Q. Was your bid accepted? A. No, sir.

Q. Your bid included all the material did it? A. Yes, sir.

Q. That $1,200 was to buy the building outright? A. Yes, sir.

Q. Did that building belong to Mr. Beaumont? A. I thought when Mr. Beaumont called upon me for a bid that he was naturally the owner, and I received the keys from Mr. Beaumont.

Q. Well, did you afterwards learn that Mr. Beaumont was not the owner of the building, but that he was sort of a trustee? A. No, sir, I never took the trouble to look up that information.

Q. Were you aware of the fact that all the material that could be salvaged or that you could save from the building went to some other person as owner than Mr. Beaumont? A. I didn't know anything about that.

Q. Did you know at the time that Mr. Beaumont was negotiating with you, that he was negotiating in the interest and for the benefit of

a third party and not for himself? A. No, sir, I was never aware of that fact.

Q. You consider your services as proprietor or supervisor or general chief worth a good deal more than what you pay your foreman, don't you? A. No, I don't figure my time at all. I figure my interest in the business.

Q. But I didn't ask you that; I asked you if you consider your time and services worth more than you was paying your foreman? A. Yes, sir, without a doubt.

Q. You would not work for what you paid your foreman, would you? A. No, sir.

Q. Nor for twice as much or three times as much or four times as much? A. No, sir; I figure my time in profit and loss.

Q. You are not a corporation, are you? A. Yes, sir.

Q. A close corporation? A. Yes, sir.

Q. So it is like a private or an individual enterprise? A. Well that is foreign to me.

Q. How many persons share in the profits of the corporation?

MR. DECKER: Objected to as immaterial and irrelevant.

Q. I just asked how many? A. Just one more party.

Q. Nominal? A. Yes, sir.

Q. Was the bid that you presented for the wrecking of the Craig residence in writing? A. No, sir.

Q. When did you give your bid? A. As I said before it was about four years ago; I don't recall the exact date. I didn't expect to be asked that or I would have looked up that record, if it was necessary.

Q. But you don't remember when you made it?

A. I do remember; it was in the private office of Mr. Beaumont. He spoke to me personally about four years ago.

Q. Do you remember the year? A. 1912 or 1913.

Q. Do you remember what month? A. I do not.

Q. Do you remember the time of the year, whether it was winter or spring? A. I think it was in the fall.

Q. You think it was in the fall and you think it was in 1913? A. Yes, sir, or 1912.

Q. Where is your place of business? A. Grand and Henderson Streets, Jersey City.

Q. And your age? A. Twenty-nine.

RE-DIRECT EXAMINATION BY MR. DECKER:

Q. Did you ever have a contract whereby you agreed to take for your services a percentage of the cost of wrecking a building? A. No, sir, I never had that experience.

Q. In your business do you calculate the services of yourself and your bookkeeper or any other officer of the corporation as part of the cost of wrecking a building? A. No, sir, that is all overhead expenses.

Q. And how are those overhead expenses paid, from what source? A. From the net income of the sales of the office.

Q. From the profits from the sales of the material? A. Yes, sir.

RE-CROSS EXAMINIATION BY MR. LEWIS:

Q. Mr. Goldenberg, would you consider a ten per cent. profit as desirable in taking a wrecking contract, or would you have wrecked this building at ten per cent. profit? A. No, sir.

Q. You figure on a one hundred per cent profit? A. Yes, sir, about one hundred per cent. after the material was brought to the yard. We don't work for ten per cent.

ELEANOR P. SHAW, called on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mrs. Shaw, you live where? A. 2680 Boulevard, Jersey City.

Q. And you are the complainant in this suit? A. Yes, sir.

Q. In all of your dealings with the defendant, who did you come in contact with? A. Mr. G. B. Beaumont.

Q. And did you come in contact with anybody else connected with the defendant company? A. No, sir.

Q. When did you get acquainted with Mr. Beaumont? A. In November, 1909.

Q. How did you come to get acquainted with him? A. I met him in my sister's home in Brooklyn.

Q. Not on business? A. No, sir, he was making a social call there and I was visiting there.

Q. And you became friendly with him? A. Yes, sir.

Q. And did he come to your house in Jersey City? A. Yes, sir.

Q. And he was entertained there? A. Yes, sir.

Q. What business was he in when he first became acquainted with you? A. I understood he was a superintendent or general superintendent for the Thompson-Starrett Construction Company.

Q. He told you that? A. He did.

Q. Did he ever talk to you about going in business for himself? A. Not then, but later on he did.

Q. About when? A. About a year from that time.

Q. That would be in 1910? A. Yes, sir.

Q. Where did you live in 1910? A. 27 Duncan Avenue, Jersey City. 10

Q. Did you own that house? A. Why it was mine under the terms of my mother-in-law's will —the income was mine.

Q. And what other houses did you have an income from? A. At that time?

Q. Yes, at that time? A. No other houses.

Q. Didn't the estate of your mother-in-law own other houses on Duncan Avenue besides the one you lived in? A. Why up to 1900 we did, but in 1900 we sold the only other piece of property my mother-in-law owned. 20

Q. What other property did you have at that time? A. The Homestead on Duncan Avenue.

Q. Who owned the other brick houses on Duncan Avenue? A. The Estate of Asenath A. Shaw; they owned three and the fourth one I owned.

Q. Did you have any other property besides those houses? A. In 1910? 30

Q. Yes. A. No, sir.

Q. What did Mr. Beaumont say to you about going in business for himself about that time in 1910? A. Why he said he thought he would go in business; that he had given his time to others and he thought he could do as well as others in business for himself.

Q. Did he speak to you about erecting any building for you? A. The first time Mr. Beaumont called at my house was in the evening and 40

he remarked about the beautiful location of the four houses, and I said yes, and it seemed too bad I didn't have a better paying proposition on that sight, and I guess that set Mr. Beaumont to thinking.

Q. (The Master) What was the number of the houses? A. 27, 29, 31 and 33 Duncan Avenue. The dimensions were 75 by 272 feet.

Q. The dimensions of what? A. The plot on which the four houses stand.

Q. And one of those was the mansion house or homestead? A. No, the one on the west.

Q. In 1910 you didn't own that house? A. No, sir, that was sold in 1900 I think.

Q. Well, what next did you hear from Mr. Beaumont? A. I didn't hear anything at all for a long time.

Q. What did you mean by a long time? A. Oh, months, and then my nephew called me up one afternoon from the New York office and told me Mr. Beaumont was coming over to see me, and he said, "I think he is going to talk about building an apartment for you." I didn't know Mr. Beaument was coming until my nephew called me up and said he was coming.

Q. Did Mr. Beaumont come over to your house then? A. Yes, sir.

Q. When was that? A. That was in the fall I guess of 1911. I think it was the fall before we talked of an apartment or before we began to make plans for an apartment.

Q. Do you recall what conversation you had with him at that time? A. No. Mr. Beaumont said he could put up an apartment there and gave me an idea of what could be put up. I told Mr. Beaumont that I didn't have anything to go into an apartment with, excepting the property that stood there.

Q. What did he say to that? A. He didn't say anything; he went on and made plans.

Q. Well, when did you next hear from him? A. Well, then in the beginning of the following year he began plans for an apartment.

Q. Did he say anything to you at that time about charging you $19.20 for every day he came over to see you? A. No, sir.

Q. When were the first plans prepared? A. I guess in the spring.

Q. Do you recall what month? A. Perhaps in May of 1912.

Q. Where was the house to be erected that he then planned? A. On the sight of the four houses standing on Duncan Avenue.

Q. What was to be the cost of this house? A. Well between eighty and ninety thousand dollars.

Q. How did he come to prepare those plans; had you requested him to prepare them? A. No, sir; he wanted to show me what could be done. I could not give orders for anything impossible.

Q. What did you say to him when he showed you those plans? A. I asked him what it would cost.

Q. And he told you? A. Yes, sir.

Q. And then what did you say? A. I told him it couldn't be done.

Q. Did you tell him you didn't have enough money for it? A. He knew exactly what I had.

Q. What did he say then? A. He drew other plans. I told Mr. Beaumont when he first talked of building an apartment in Duncan Avenue that I did not want the property to stand for more than twenty-five thousand dollars above the land value because I couldn't carry it. That was understood from the beginning, and every plan that I was shown exceeded that price, so that every plan was impossible.

Q. What kind of a building did the second set of plans call for? A. Mr. Beaumont was going to put up an apartment and build it in the lawn on seventy feet frontage and in front of the four houses, and not wrecking the four houses and rent them for a small rental. I said I thought that would look terrible.

Q. What happened to those plans? A. Well, they were abandoned; I would not build like that.

Q. Then when were the next plans prepared? A. I guess for the Boulevard—for a six-family and janitor apartment.

Q. In the mean time you sold the Duncan Avenue property, didn't you? A. Yes, sir.

Q. Who did you sell that to? A. To Mr. James W. Green.

Q. When was that sold? A. On June 12th, 1912, I signed the contract, and I passed the title at the office of Hartshorne, Insley & Leake, on September 4th, 1912. I signed the contract June 21st, 1912, for Duncan Ave. property.

Q. Speaking of the two sets of plans prepared for the Duncan Avenue apartment, did you request the defendant or Mr. Beaumont to prepare those plans? A. After he showed me the possibilities there I told him that if I built I didn't want anything to cost above twenty-five thousand dollars, and so I didn't tell him to prepare plans for a building to exceed twenty-five thousand dollars, but all the plans did exceed that.

Q. Did you know that you were being charged for those plans? A. No, sir.

Q. Did he tell you he was charging you for the plans? A. No, sir.

Q. Who sold the Duncan Avenue property to Mr. Green? A. I did.

Q. Did Mr. Beaumont sell it to Mr. Green for you? A. No, sir.

Q. Did he have any authority to sell it to Mr. Green? A. No, sir; if I could tell or explain.

Q. Go ahead. A. Mr. Green asked me one time when I was in their home if I ever thought of disposing of the Duncan Avenue property would I let him know first. At that time I didn't know I was ever going to sell the Duncan Avenue property. So I mentioned the fact that I couldn't do anything until I saw Mr. Green, and Mr. Beaumont had the plans, and he said, "where is Mr. Green," and I said he is in business in Jersey City at the Grove Street Station. Well, he said would you like to have me step in and see him and show him the plans, and I said he could do so; but I did the business with Mr. Green.

Q. He volunteered to go and see Mr. Green? A. Yes, sir.

Q. Well, after you sold the property to Mr. Green how much money did you have left? A. Thirty thousand dollars.

Q. Cash? A. Yes, sir. Out of that I paid taxes and all arrears on the property, which was not heavy.

Q. How much was that? A. I think the taxes was almost six hundred dollars, and there was a mortgage on my house and that was taken care of.

Q. Well, in round numbers how much did you have left? A. Well, twenty-five or twenty-six thousand dollars.

Q. And that was all the money you had in the world? A. Yes, sir; all I had.

Q. Did you tell Mr. Beaumont that? A. Yes, sir.

Q. Did Mr. Beaumont buy the Craig property for you on the Boulevard? A. No, sir.

Q. Who bought it for you? A. I did.

Q. How did you come to pick that property out? A. Mr. Hallinger, agent for the Craigs, offered the property to me and sold it to me.

Q. When was it that you bought the Craig property? A. August 20th, 1912, and the title passed September 26, 1912.

10 RECESS UNTIL 1.45 P. M.

Q. Did you tell Beaumont that you had bought the Craig property? A. Yes, sir.

Q. Then what did he say? A. He knew that I contemplated buying it.

Q. Did he say anything about plans? A. When I wondered whether I wanted to buy as large a piece of property Mr. Beaumont looked it over
20 and suggested that if I didn't care to buy it that perhaps they would.

Q. Perhaps who would? A. The Beaumont Company I believe; and they would sell me fifty feet upon which to build an apartment house. Mr. Beaumont said that that fifty feet he would sell to me for $12,200; and Mr. Beaumont afterwards said he didn't think he asked that price, but he did. I thought at that rate I might just as well buy the property myself and so I bought
30 it.

Q. What was your reason for building an apartment house? A. For building an apartment house?

Q. Yes. A. Well, the Duncan Avenue property was depreciating so fast and my income was depreciating with it and I knew I would have to spend a great deal of money on the Duncan Avenue property.

40 Q. What led you to believe that you would increase your income by building an apartment

house? A. Well, Mr. Beaumont thought I would do better to build.

Q. Did he tell you that? A. Yes, sir; because I made the remark that it was too bad that we once owned all that property and now this other property was running down, and Mr. Beaumont said, "well, now you are going to get it all back again."

Q. Then after you had purchased the Craig property plans were prepared for an apartment house, were they not? A. Yes, sir.

Q. When did you first see those plans? A. I guess in September, early in September.

Q. What was the first apartment house to cost? A. Well, it was supposed to cost twenty-five thousand dollars, but when the bids were offered I think it went up to forty-one thousand and more.

Q. I mean the first house that was to be built on the Craig property? A. Yes, sir; that would cost forty-one thousand dollars, sixteen thousand dollars above what I wanted to spend.

Q. How did you know that the bids amounted to $41,000? A. Mr. Beaumont said so.

Q. Then what did he say? A. Then he wanted to plan a three-story building with six apartments; but I was not very much in favor of that because I said it looked as though I was trying to do something and couldn't, and on such a valuable lot I said I didn't think a three-story building would look very well. So then I had four thousand dollars belonging to my children, and I asked Mr. Beaumont if my children were willing to let me have that four thousand dollars could a fourth story be added and he said yes. That was how we bullt four stories.

Q. And then plans were prepared for the building that was finally erected? A. I didn't think

there would have to be another set of plans. I thought with the fourth story added on the three stories it was just a continuation.

Q. Where did you get that idea from? A. I just naturally thought another story mean. a continuation of the three stories; I didn't think they would have to prepare another plan.

Q. The residence of Doctor Craig was on that plot of ground, was it not, when you bought it? A. Yes, sir.

Q. What steps did you take to get rid of the residence of Doctor Craig? A. Well, I didn't do very much, but I heard that the Carteret Club were considering it, but when they found that there were restrictions against liquor they abandoned the idea, although they never presented it to me.

Q. And in the mean time you had authorized Mr. Beaumont to wreck the building? A. Yes, sir. Then I had another offer.

Q. What was that offer? A. The Reverend Dr. Biddle, Pastor of the United Presbyterian Church on Montgomery Street and Summit Avenue, called upon me and said that his church people were considering buying the Moose property on the corner of Glenwood Avenue and the Boulevard, adjoining my property, and Mr. Biddle said if they secure that property that they would like also to buy the Craig residence and move it over on that lot on Glenwood Avenue beside the Moose property, and he wanted to know what I would take for it, and I said I thought I ought to get two thousand dollars for it. He came back again and said he thought they were going to build there, or that they were going to get the Moose property, and he wanted to know if I would let them have the house for fifteen hundred dollars

and then he could tell the congregation that Mrs. Shaw had donated five hundred dollars to their new church. I said no I would not consider that. Then they lost the Moose property and there was nothing more done.

Q. Did you tell Mr. Beaumont about that? A. I think Mr. Biddle went over and saw him.

Q. Did you have any conversation with Mr. Beaumont about it? A. I guess he spoke about it.

Q. What did Mr. Beaumont say about that? A. I don't remember.

Q. Well go ahead with your story. A. I don't think he encouraged anything but the wrecking of the Craig residence to build an apartment.

Q. Did you suggest to Mr. Beaumont that he get offers from house wreckers for the Craig house? A. No, sir.

Q. Did he tell you anything about getting an offer from a house wrecker? A. Yes, sir; he told me about having one from some one for the house; I don't know whether it was a house wrecker or not. They offered, I think he said, fourteen hundred dollars and he said he ought to get sixteen hundred. The next thing I knew the Beaumont Company proceeded to wreck the building itself. That was all I heard about it.

Q. Did he give you any special reason for wanting to wreck the building himself? A. No more than that he thought they could handle everything for my interest better.

Q. When you signed the contract on February 26th, 1913, for the erection of the building that is on the plot of ground now did you have the plans and specifications before you? A. When I signed the contract?

Q. Yes. A. No, I didn't.

Q. Did you see them at any time before you

signed the contract? A. Yes, sir; Mr. Beaumont let me have the plans and specifications in the early part of November, but I didn't have an opportunity to do very much with them because I had sickness in the family at that time, and then Mr. Beaumont came for the plans and said he needed them and I have never seen them since.

Q. You mean November before you signed the contract? A. Yes, sir. I signed the contract in 1913.

Q. Did Mr. Beaumont at any time before you signed the contract make any explanation to you as to what the plans and specifications included? A. Yes, when the plans were drawn and specifications drawn.

Q. You are speaking now of the plans and specifications for the present building? A. Yes, sir; for the apartment that was built. In figuring the cost of the entire thing I asked Mr. Beaumont what that covered, because I told him that every dollar that I had in the world was going in that apartment; and he said the apartment would be completed and ready for occupancy when he turned it over to me—meaning that everything would be completed. I said, "does that include shades, carpets and everything," and he said everything. That is what Mr. Beaumont said to me, because I had no more money to put in it and I wanted it understood.

Q. That was said to you before you signed the contract? A. Yes, sir; it was.

Q. What was said to you about the cost of drawing the plans that had been submitted to you, as to who was to bear that cost? A. There was not anything said about that.

Q. Were you told what services the ten per cent. compensation was to pay for? A. Only

what I understood in the contract; I never heard of ten per cent. outside of the contract.

Q. What was said about raising the money necessary to complete the building by way of mortgages on the property? A. Mr. Beaumont was to attend to everything. Do you mean in conveying the property to him?

Q. Yes, and in mortgaging the property? A. Mr. Beaumont said it was an unusual thing, but he asked to have the property conveyed to him so that he could handle everything much better—better through one party than through a third party with sub-contractors, and so forth.

Q. Did he give you any other reason for wanting the title to your property in the name of the Beaumont Company? A. No, sir; only to manage the property.

Q. Was there anything said about credit from material men and sub-contractors? A. No, sir; not that I remember.

Q. I show you a letter dated September 16th, 1912; did that letter come to you as executrix from the G. B. Beaumont Company? A. Yes, sir.

Q. Is this the check dated September 17th, 1912, that you gave for five hundred dollars? A. Yes, sir.

Q. And is that the receipt that you received for that check? (Handing witness paper.) A. Yes, sir.

MR. DECKER: I now offer these in evidence.
Letter marked Exhibit C-2.
Check marked Exhibit C-3.
Receipt marked Exhibit C-4.

Q. Where were you living when you signed this contract in February, 1913? A. 21 Monticello Avenue, Jersey City.

Q. And that was simply a rented apartment—it was not your own? A. Yes; I rented that.

Q. And you lived there until when? A. I lived there one year.

Q. And you moved from there to this Beaumont Apartment house, did you not? A. No, I put my furniture in storage and then the last day of November I moved in the Beaumont Apartment.

Q. On the third of April, 1913, you authorized changes in the building, a change from slate to green tile on the roof and this bath room in the basement and an increase in the width of the rear of the building; how did you come to authorize those changes? A. I never authorized them.

Q. Did you sign that letter? A. All of these letters of authorization were dictated and written in the G. B. Beaumont Company's office and brought to me for my signature, telling me that these changes were necessary and I thought they were or they would not be suggested. The only thing I ever suggested was an extra bathroom in the house for servants. That was the only change I ever mentioned. I never interfered with the contract in any way.

Q. On June 24th, 1913, you sent a letter, Exhibit D-21, wherein you directed the defendant to rent the apartments and make such other arrangements as may be necessary in connection with the furnishing and leasing of the apartments. Who framed that letter? A. Mr. Beaumont or the Beaumont Company.

Q. And it was brought to you for your signature? A. Yes, sir; brought to me for my signature.

Q. And what was said to you at the time you signed that letter? A. Mr. Beaumont said he thought it would be better to have the house

managed by one party in preference to more than one agent; that they could handle it better; that he was in the premises and when he was not there there was a representative there—the man Stanley, I believe.

Q. That was along near to the time the house was to be rented? A. Yes, sir.

Q. What was said to you about furnishing the house at the time the letter was signed? A. I didn't understand it to be anything more than the necessary implements for the upkeep of the apartment.

Q. Did you say anything to Mr. Beaumont about furnishing the house? A. Not a word.

Q. Mr. Beaumont has testified that some time prior to the signing of this letter you authorized him verbally to furnish the house and that this letter was given to confirm that verbal authorization; is that true? A. No, sir.

Q. Were you ever told at any time by Mr. Beaumont or by anybody else for him that the interior decorating, including the painting and paper hanging, was not included in the specifications, but simply as part of the furnishing of the house? A. I thought everything was taken care of in the contract; I didn't know that any of this was extra.

Q. Did he at any time tell you that you were paying extra for the paper hanging and interior painting? A. No, sir.

Q. The house was to be finished the first of October, 1913, was it not? A. Yes, sir.

Q. Were any of the apartments rented in the house; did any of the tenants take possession on that day? A. No, sir; but two were rented; I don't know whether they forfeited the October rent, but they didn't move in until November 1st.

Q. What two apartments were rented? A. The second and third on the south side.

Q. What was the rent of those two apartments? A. I only know the rent of the second was seventy-five dollars; I never knew the rent of the third.

Q. Whose apartment was the third? A. Mr. Borsum.

Q. Those two apartments had been rented and were to be ready for the tenants occupancy on October 1st? A. Yes, sir.

Q. And the tenants didn't come in on October 1st? A. No, sir.

Q. Why not? A. The building was not finished.

Q. When did they go in? A. November 1st.

Q. What reason was given to you at the time for extending the time of completing the building to November 1st? A. Well; all I can say about that is that Mr. Beaumont claimed that he was held up in some material, or it might have been with the plumber.

Q. That is what he told you? A. Yes, sir; there was some trouble with the sub men I guess. Then he wrote another letter of authorization asking for a month's extension of time.

Q. Did you sign that letter? A. I did.

Q. What was given to you in return for signing that letter? A. Nothing; vacant apartments.

Q. When did you move in the apartment, Mrs. Shaw? A. I think the last day of November, 1913.

Q. What conversation did you have with the defendant about moving in the apartment yourself? A. Mr. Beaumont was strongly opposed to my moving in the apartment.

Q. What reason did he have for your not moving in there; did he tell you? A. Yes, sir. Well,

I presume on account of more income to me, but as there was so many vacancies and as the winter had set in and I had no income I thought I couldn't go elsewhere and pay rent and for heat without an income, and so I decided to move in there.

Q. How many apartments were vacant in the house when you moved in? A. Only two occupied when I moved in.

Q. That left how many vacant? A. Five.

Q. What conversation did you have with Mr. Beaumont at the time of completing the building concerning your income from the building? A. Well, Mr. Beaumont came to me one afternoon after I had moved in and asked me what I thought I could live on.

Q. About when was this—what month? A. I can't say—probably December or January.

Q. Of 1913? A. Probably, or the early part of 1914. I was moved in and settled.

Q. It was either December, 1913, or January, 1914? A. It was more likely the early part of 1914. Mr. Beaumont asked me what I thought I could live on, and offhand I said two thousand dollars a year, and he said, "Well, you won't have that." He said, "your income will be a little over eighteen hundred dollars a year, but if you didn't live here you would have more money."

Q. Did he tell you what percentage the investment would bring? A. Yes, sir; when it was about finished he said where could I invest my money where it would yield what that building would yield, that it would furnish over fourteen per cent.

Q. When the building was finished and ready for the tenants what was said about the Beaumont

Company collecting the rents? A. Well, they wrote this letter of authorization asking for the sole agency for the renting, and explained to me that it would be better for me to let them act as agents.

Q. That was in June, 1913? A. Yes, before the apartment was completed.

Q. What was said by them after the apartment was finished? A. Why, they proceeded to collect the rents; there was nothing more said.

Q. And you got remittances of money from time to time? A. Yes, sir.

Q. All together aggregating fourteen hundred dollars? A. Yes, sir; just fourteen hundred dollars.

Q. What was your reason for asking for money? A. Because I supposed the apartment was built to yield me an income, and I had no other source of income.

Q. And you commenced to get that money after you was told that the apartment was bringing in fourteen percent? A. Yes, sir. I never asked them for any more money until March. The apartment was occupied November 1st and I didn't ask them for money until the following March.

Q. Did you always get money when you asked for it? A. No, sir; rarely when I asked for it.

Q. The money didn't come easy? A. No, and then it didn't come at all.

Q. In what way did you ask for this money—by letter or telephone? A. Both.

Q. What was said to you? A. I rarely got Mr. Beaumont on the telephone; I always got Mr. Rowan and Mr. Rowan always excused it by saying that Mr. Beaumont was out of town, or there was some matter that they had money in and they couldn't collect their money but just as soon as

they collected their money I would get a check, and I would get it by special delivery. I have called as often as twice a day, and I did that continuously for one month or six weeks.

Q. Did he tell you that they were charging you twelve cents postage for each special delivery letter? A. No, sir; and I didn't get any return on my postage and I spent just as much.

Q. You knew that three mortgages had been put on the property by the Beaumont Company, did you not? A. At the time they made the application Mr. Beaumont notified me about it.

Q. You signed each bond and mortgage? A. Yes, sir.

Q. How did you come to sign them? A. Because Mr. Beaumont couldn't get sufficient money at the first place and it was necessary for him to make three separate loans to get the amount necessary, I guess. That was what I was given to understand.

Q. Did you negotiate any of those loans? A. No, sir.

Q. You signed the papers when they were handed to you, did you not? A. Yes, sir; I signed everything through my confidence in Mr. Beaumont, foolishly.

Q. You sold some of the vacant land to Mr. Hughes, did you not? A. Mr. Beaumont negotiated the sale with him, and I took fifteen hundred dollars less than I could have gotten the day I bought the property.

Q. How much did you sell that property for to Mr. Hughes? A. Thirty-five hundred dollars.

Q. When was that sale made—about when? A. I don't recall when that was.

Q. What do you mean by saying you got fifteen hundred dollars less? A. Because the day

I bought the Craig property Doctor Craig gave me the name of a man who was ready to give me five thousand dollars for the lot on Highland Avenue.

Q. What was the name of the man? A. Mr. Robert Hughes.

Q. The same man who bought the property afterwards? A. Yes, sir.

Q. What did you say to Mr. Beaumont about that? A. I told Mr. Beaumont I had an offer of five thousand dollars for the lot, and he said "we might use it."

Q. And that was the reason you didn't sell it? A. Yes, sir.

Q. What did Mr. Beaumont say to you when you sold the lot for $3500; did he give you any special reason for wanting to sell it for that price? A. He needed the money and he had to go to Mr. Hughes.

Q. Did you get any part of that $3500? A. No, sir.

Q. What part did you take in the building of the apartment house; did you look over the house as it was being built? A. Well, I just looked over it as a visitor would, because I had no plans or specifications to go by. I just looked at its progress; I stepped in there once in a while.

Q. Did you exercise any control over the manner of doing the work? A. No, sir; none whatever.

Q. Did you select any of the material for the building? A. No, sir; not any.

Q. Did you authorize the defendant at any time to retain Mr. Arnold, a New York lawyer? A. I never heard of him.

Q. When was the first account of the cost of this building given to you? A. I don't recollect

any but one statement. I think that came to me in November at the expiration of the first year.

Q. Is this the statement? (Handing witness paper.) A. Yes, that is the statement.

MR. DECKER: Mr. Lewis, will you admit the signature on this statement?

MR. LEWIS: Yes.

MR. DECKER: I offer this statement in evidence.

Statement marked Exhibit C-5 (being C-1 for identification).

WITNESS: Prior to this statement of November 23, 1914, I had a letter from Mr. Beaumont asking me to come to the office and go over the figures, but I knew that would be absolutely no use because I would not understand the figures of the statement, and so I thought it would be best to close this business where I began it, in my lawyers' office, Hartshorne, Insley & Leake.

Q. What did you say in answer to that letter? A. I said it was not convenient for me to come over at that time.

Q. Did you tell him you didn't have the money to pay him? A. I didn't expect to pay him any money; I was surprised that there was any to pay.

Q. How did that letter come to you, by mail or in person, from Mr. Beaumont? A. In person.

Q. What did he say to you when he handed you the letter? A. He asked me if I couldn't get a loan of five thousand dollars—if I knew of any one who would take a second mortgage on the building, because that was everything that was carried, and I said that possibly I could get it, but I didn't care to, that I didn't want a second mortgage on the building, and that was when the trouble began.

Q. What did he say to you about your owing his money? A. Then later on Mr. Beaumont came to see me and he suggested a way of settling this account; he made me believe that I owed him.

Q. What way did he suggest? A. Well, he suggested that he had a buyer for the lots, and I said, "well, what price?"

Q. What lots do you mean? A. The fifty-five feet remaining.

Q. Adjoining the apartment house? A. Between the apartment house and the corner of Highland Avenue—the fifty feet in between. They said he had an offer of eight thousand dollars for the lots, and that they would assume the Craig interest or mortgage and it would pay off about two thousand dollars of this and then they would take a two thousand dollar mortgage on the house.

Q. Who would take a two thousand dollar mortgage on the house? A. I guess the Beaumont Company, but I don't know. And then whatever was left from the income would meet this balance.

Q. What did you say to him? A. I wouldn't agree to it. I told him I would like to have him see my son and explain everything to him.

Q. When he showed you this letter and told you that you owed the defendant $4908.23 was there anything said about a mistake in this account? A. No, sir; not a word.

Q. When did you hear there was a mistake in this account? A. Right here.

Q. How long ago? A. When you took up this case.

Q. This is the first account in writing that you ever received from the defendant for this building, is it not? A. Yes, sir.

Q. When did you get the second account? A. I never had any other; Mr. Insley of Hartshorne, Insley & Leake got the second account.

Q. You never got any other written account or what purported to be an account from the defendant except this Exhibit C-5? A. None that I can remember, Mr. Decker.

Q. When did you first know that you were charged with $19.20 a day for Mr. Beaumont's services? A. Not until Mr. Insley mentioned it in his office.

Q. Did Mr. Beaumont even mention it to you? A. Never.

Q. How was the hall of this house finished, in what way, with paint or paper? A. I think my painter called it water color stain.

Q. It was not wall paper, was it? A. No, sir; and it was not paint, very cheap.

Q. What happened to it? A. What do you mean?

Q. Did it stay on the wall? A. No. It was a very cheap looking hall and very shabby looking and it was commented on by everybody.

Q. You have since had to have the hall re-papered and re-painted? A. Yes, to keep the three tenants that were left in the house I had to do it. Four moved out.

Q. On what account? A. Those who did move out were complaining all the time; one moved out because they bought their own home and the others because the parties were going to separate—two parties were going by themselves.

Q. Were you consulted at any time concerning the sale of any material from the Craig residence? A. No, sir; never.

Q. Did you authorize the payment of $353 to the New Jersey Title Guarantee & Trust Com-

pany for this mortgage? A. Unless it came in a paper that I signed down there. I never suggested anything like that. I don't know exactly what is meant by that; I didn't authorize anything.

Q. Did you know that the defendant paid to the New Jersey Title Guarantee & Trust Company $353? A. No, sir.

Q. Did the defendant inform you at any time that it was charging you $478.43, plus ten per cent., for its services in making this loan from the Title Guarantee & Trust Company? A. No, sir.

Q. Did the defendant tell you at any time that it was charging you $714.92 for obtaining a loan of $20,000 from the Provident Institution for Savings? A. No, sir.

Q. Did the defendant tell you at any time that it was charging you $715.93 for obtaining a loan from the Trust Company of New Jersey? A. No, sir. I knew the loans were being negotiated but I didn't know anything about the charges.

Q. Did you at any time authorize the defendant to charge you $153.40 and $112.80 and $4.20 and $1.76, together with ten per cent. of that amount, in connection with the sale of the lots to Hughes and Noe? A. No, sir.

Q. Did you at any time promise to pay the defendant ten per cent. of its disbursements in connection with the sale of those lots? A. I did not.

Q. Or ten per cent. of your disbursements? A. No, sir. I didn't know of any ten per cent. except the ten per cent. mentioned in the contract—no other ten per cent. was ever mentioned.

Q. Did you at any time authorize the defendant to charge you ten per cent. on the amount of

money expended for running the apartment house for its services? A. No, sir.

Q. When you signed the authorization directing the defendant to rent the apartments did the defendant tell you that it was going to charge you ten per cent. on all the moneys that it disbursed for whatever purpose for its services? A. No, sir.

Q. Did you know that from any other source? A. No, sir; I did not.

Q. Was anything said to you about paying the defendant for its services in running the apartment? A. No, sir.

Q. Mrs. Shaw, is this your signature to the lease? A. It is.

MR. DECKER: Will you admit that is the Beaumont Company's signature, Mr. Lewis?

MR. LEWIS: Yes, Mr. Beaumont says that is his signature.

Lease dated December 1st, 1913, offered in evidence and marked Exhibit D-6.

Q. How came you to sign that lease? A. Mr. Beaumont brought it to me and asked me to sign it.

Q. Did he give you any reason for asking you to sign it? A. He said it looked better to have the lease for me, because if we had a prospective buyer it would look better to show eight leases and in every way it was better, and believing that I signed it.

Q. What did he say about your paying seventy dollars a month? A. Well he never tried to collect it.

Q. Did he ever ask you for the seventy dollars? A. No, sir, and he would not have gotten it, and I didn't have it to pay.

CROSS EXAMINATION BY MR. LEWIS:

Q. Mrs. Shaw, at the time that Mr. Beaumont called upon you as you stated in the fall of 1911 at your Duncan Avenue home were you then desirous of building an apartment house? A. I only talked with Mr. Beaumont as I had talked with other people about the possibilities of the property. Mr. Beaumont was not in business and I talked with him as I would talk with you

Q. But were you desirous at that time to build an apartment house? A. No, sir, not desirous.

Q. At that time you were not receiving such an income from your Duncan Avenue property as you desired, were you? A. No, sir; for the property was depreciating.

Q. And you were desirous to make a change whereby you could get a better income? A. Yes, sir; but I made a worse change.

Q. And you talked with Mr. Beaumont about making some change, did you not? A. Not then.

Q. You talked with him about putting up a building on the Duncan Avenue property, did you not? A. Not at that time, no.

Q. When did you? A. Mr. Beaumont spoke at that time of what a beautiful sight I had there on Duncan Avenue—a nice piece of property.

Q. And this was in the fall of 1911? A. Yes, sir.

Q. And then you talked over plans of a building? A. No, sir; not plans; we didn't talk of plans.

Q. Well you talked about having a building put up, didn't you? A. Not then, no. We only talked about the location then.

Q. Nothing said about a building? A. No, sir, nothing said then.

Q. When did you first speak about having a building put up on the Duncan Avenue property? A. It must have been in January or February of the following year.

Q. January or February, 1912? A. 1912—early that year; Mr. Beaumont wanted to see me about what could be done, but he was not in business.

Q. Well when did you first talk to him about preparing plans for a building on your Duncan Avenue property? A. Mr. Beaumont drew plans and submitted them to me.

Q. When was that? A. Well that must have been in May probably.

Q. Of 1912? A. Yes, sir, probably April. I have not any memorandum, nothing but my memory.

Q. How came he to draw up plans? A. He wanted to show me what could be done with the property to make it pay more.

Q. Had you given him any idea at that time that you was disposed to build on your Duncan Avenue property? A. I talked as though I would build if I could be shown it was a wise thing to do.

Q. And you was glad to have him submit plans so that you might consider them? A. Yes, sir, if he could show me.

Q. And he did submit plans? A. Yes, sir, but it was impossible.

Q. And when you inquired as to the cost of it you found that it would be beyond the amount that you wished to spend on such a building? A. No, because Mr. Beaumont did know how much I had.

Q. And then were those plans modified? A. No, sir.

Q. Were there not subsequent plans made? A. He made other plans, and I told him that if he drew plans not to draw a plan that cost over twenty five thousand dollars above the land value, but every plan he drew was impossible.

Q. And the second plan was for a house on Duncan Avenue? A. I believe to be built on the lawn.

Q. But that was on the Duncan Avenue property? A. I guess so, as far as I can remember.

Q. Do you remember that you said Mr. Beaumont staked out the location for the building of a house on Duncan Avenue. or that Mr. Beaumont staked it out under your supervision one day? A. Not under my supervision, but I stood on the stoop while Mr. Beaumont staked the land.

Q. You saw him when he staked that land there, didn't you? A. Yes, sir.

Q. And that was to represent the location for the building of an apartment house? A. Yes, sir, but it had not been accepted or decided upon.

Q. How long was Mr. Beaumont there that day staking out that ground? A. Not very long.

Q. Was he not there the most of the day? A. No, sir.

Q. The greater part of the day? A. No, sir.

Q. Did he have the plans and the measurements and stakes to actually stake out the plot of ground on which the apartment house was to be built? A. I don't think he did.

Q. And didn't you ask him to submit the plans to your neighbor, Mr. Green? A. No, sir, I didn't.

Q. Did you know of his submitting the plans to Mr. Green? A. Yes, sir.

Q. Did he give you the response that Mr. Green made? A. Mr. Green came to me himself; Mr. Beaumont didn't give the response; Mr. Green

came to me himself; he didn't do any business with Mr. Beaumont.

Q. You didn't know what Mr. Green said to Mr. Beaumont? A. Mr. Beaumont submitted a figure and Mr. Green said he would see Mrs. Shaw. Mr. Beaumont was then on his way to New York.

Q. A figure for the property? A. Yes, sir, Mr. Beaumont gave him a figure for the property.

Q. Do you know what that figure was? A. Yes, sir.

Q. What was it? A. Thirty five thousand dollars.

Q. That he should pay you? A. Yes, sir.

Q. Not Mr. Beaumont? A. No, sir.

Q. Well didn't Mr. Beaumont tell you when he submitted the plans for the building that was proposed to be erected on your Duncan Avenue property that Mr. Beaumont told you what Mr. Green said when he learned it was to be a considerable size apartment house? A. Mr. Green came to me and did all the talking; I don't think Mr. Green ever saw Mr. Beaumont again. I don't know that he did.

Q. Well Mr. Green was very much upset, was he not, by your idea of having an apartment house there? A. Yes, sir; he was, and so was I very much upset, because the apartment that was planned for I couldn't build. I had no money to build it with and Mr. Beaumont knew I didn't.

Q. Would you like to have followed that plan? A. If I had the money perhaps so.

Q. When that plan was submitted to Mr. Green he was very much upset with the idea of having an apartment house built next door to him? A. Yes, sir.

Q. Was Mr. Green particularly desirous of buying your property? A. Yes, sir, because he

asked me long before I ever thought of selling it if I ever thought of disposing of the property or doing anything with it at all would I let him know first.

Q. Was he at that time anxious to buy the property, except for the purpose of keeping an apartment house away from him? A. Well I think Mr. Green was anxious at that time to protect his private home, as he had spent a great deal of money on it; and whenever I disposed of the property Mr. Green asked the preference of sale, and that was what I told Mr. Beaumont.

Q. Had you gone to Mr. Green and told him you was going to put up an apartment house there? A. No, sir.

Q. It was Mr. Beaumont who went to him? A. I told Mr. Beaumont what Mr. Green had said to me. Mr. Beaumont had never heard of Mr. Green. I said before you go any further I promised to let Mr. Green know if I ever intended to do anything with this property and I think I ought to do it. Then Mr. Beaumont said where is Mr. Green and I said he is down in Jersey City in the furniture business at the Grove Street station, and he asked me if he could get out there and show these plans to him and I said yes. I didn't ask him to go and see Mr. Green.

Q. But you understood he was going to show the plans of the house to Mr. Green? A. Yes, sir, but the plans could never have been built.

Q. How long after that interview that Mr. Beaumont had with Mr. Green was it that Mr. Green came to see you about purchasing the property? A. That very night.

Q. What price did you put on it to Mr. Green before he agreed to purchase it? A. I never put any price on it.

Q. Who fixed the price of thirty thousand dollars? A. Mr. Green himself.

Q. Well then who put the price on it? A. I said before when Mr. Green came to see me I held out for thirty five thousand dollars.

Q. You held out when he came to see you for thirty five thousand dollars? A. Yes, sir; that was what I would have asked Mr. Green.

Q. That is just what Mr. Beaumont told him you would have to have for the property, was it not? A. Well those were my figures.

Q. And then Mr. Beaumont didn't misrepresent you in the matter? A. Well how could he?

Q. If these were your figures and he knew it and then he proposed them to Mr. Green, he was acting for your interest, was he not? A. Yes, sir, and for his.

Q. Well why did not Mr. Green pay you thirty five thousand dollars for the property? A. I suppose he didn't think it was worth it.

Q. Did he say it was not worth that? A. He said he would not pay thirty five thousand dollars, but he said he would give me as much as any one else would give and more too.

Q. Did he state any amount? A. He said he woud give as much and more than any one else. He said "I will give you twenty five thousand cash for this property", and I said "you can't have it for that" Mr. Green said if I built an apartment on that site he would build one on his. I said that was very good encouragement as I considered him a conservative man.

Q. And the further negotiations for this property you made? A. Yes, sir.

Q. Then you finally agreed upon thirty thousand dollars after negotiating and dickering over it? A. Yes, sir.

Q. Now prior to that interview with Mr. Green and settling upon the price for the property, you had had a number of interviews had you not with Mr. Beaumont at your house respecting the improvement of the Duncan Avenue property and building a house there,—not improving these houses already there but building a new house on the Duncan Avenue property? A. Well, Mr. Beaumont came to my house several times.

Q. Didn't you send for him? A. No, sir, I never sent for him every time he came to my house.

Q. You never sent for him? A. I don't say I never sent for him,—not every time.

Q. Did you send for him that time? (Showing witness card) A. Yes, sir,—that is my signature.

Q. What did you want to see him for? A. I suppose it was to talk over business, what it was possible to do.

Q. Did you have any business with Mr. Beaumont except with reference to your property on Duncan Avenue and building an apartment house? A. No, sir, not at all.

Q. Not at that time? A. No, sir.

Q. Then this card, Exhibit D-38, related to your business? A. Yes, sir.

Q. Did he come? A. I guess so; I don't remember.

Q. Well prior to these negotiations with Mr. Green for the sale of the Duncan Avenue property, as I understand you, Mr. Beaumont had submitted to you two sets of plans for the building of an apartment house? A. I don't know whether he had two sets of plans at that time, but I know he made two sets of plans for the Duncan Avenue property. It must have been prior to the sale, yes; but both plans were impossible,—they couldn't be built.

Q. Because of your lack of funds? A. Yes, sir, lack of money, which he knew all about.

Q. Well when you sold the Duncan Avenue property you were pretty well elated over the sale, were you not? A. Why I made a fair sale, —nothing more than fair,—because the valuations and assessments had increased so that I only made a fair sale.

Q. Do you think you could have sold the property to Mr. Green for thirty thousand dollars if you had not had these plans and if he had not seen Mr. Beaumont staking out your ground that day before you made the contract with him? A. Yes, sir, I could have sold it to Mr. Green.

Q. You don't think that was an inducement? A. It may have been, but I think I could have sold to Mr. Green, as Mr. Green asked me to give him the preference, as he was interested in what was going to be done with that property.

Q. Do you remember the day and date of the negotiations to sell it to Mr. Green? A. I have that right here. (Referring to book) June 21st, 1912.

Q. When did you make that entry? A. At the time I sold the property.

Q. In that book? A. Yes, sir, right in that book.

Q. That has not been copied from some other memorandum? A. No, sir, it was made right here in this book. I am not in the habit of jotting down things, but once in a while I do. This was my check book of that year and here are all my checks for that year in this book.

Q. And this memorandum which you read from in this book is on the fly leaf of your check book? A. Yes, sir.

Q. And you say that that memorandum was made at the date that is specified in the memorandum? A. Yes, sir.

Q. What day was it, so far as you can remember, when you had your interview with Mr. Green at which interview you agreed to sell for thirty thousand dollars and he agreed to take it,—what was that date? A. Well it must have been some time in June, because June 21st he paid a deposit.

Q. In what year? A. 1912.

Q. On June 21st, 1912, he paid a deposit? A. Yes, sir; I signed the contract of sale and received five hundred dollars deposit, June 21st, 1912. (Reading from book.)

Q. Following these negotiations for the sale of the Duncan Avenue property did you write a letter to Mr. Beaumont informing him of the sale? A. Yes, sir.

Q. I read from Exhibit D-5, a letter addressed to Mr. Beaumont in these terms—"My dear Mr. Beaumont: Acting upon the advice of the family I have closed with Mr. Green for $30,000 and am ready to compensate you for your services up to date. We will also consider the erection of an eight family apartment house in the vicinity of the new Hudson Terminal section. With many many thanks, and services appreciated for the great interest you have shown, believe me very sincerely yours, Eleanor P. Shaw, June 20, 1912"; did you write and send the letter? A. I did.

Q. Did that truly express your feeling and your gratification? A. It did at that time.

Q. Did you receive from the Beaumont Company a bill for services that had been rendered and to which that letter referred? A. No, sir.

Q. Did you not receive a bill from them for five hundred dollars? A. No, sir.

Q. Did you send them a check for five hundred dollars? A. I did, but I don't remember their sending any bill.

Q. When did you send it? A. September 17th, 1912.

Q. And the amount? A. Five hundred dollars.

Q. And you are giving that evidence according to the memorandum on the stub of your check book? A. Yes, sir.

Q. I show you Exhibit D-9, which is a carbon copy of a letter from the G. B. Beaumont Company, dated September 16th, 1912, addressed to you and reading "Dear Mrs. Shaw: Re Beaumont Apartment: In accordance with your verbal agreement we hereby make requisition for the sum of five hundred dollars as part payment of the drawings to be deducted from final payment in contract. Yours very truly, G. B. Beaumont Company." That is a carbon copy of Exhibit C-2; did you receive Exhibit C-2? A. Yes, I received the letter one day and I sent the check the next day and got the receipt the following day I think.

Q. Now prior to the giving of that check Mr. Beaumont had prepared and submitted to you two sets of plans, had he not? A. Yes, sir.

Q. For the building of an apartment house on Duncan Avenue? A. Yes, sir.

Q. In the letter Exhibit D-5 you wrote Mr. Beaumont as stated therein that you would consider the erection of an eight family apartment house in the vicinity of the new Hudson Terminal section; at that time had you picked out any plot that you would like to build on? A. What is the date of the letter?

Q. June 20th, 1912? A. No, I had not.

Q. Did you ask Mr. Beaumont to prepare plans for such an apartment—an eight family apartment? A. Not when I had not any land; I had not any land to build an eight family apartment at that time.

Q. You were intending to, were you not? A. If I found what suited me.

Q. Did you ask Mr. Beaumont to go and look

for a property? A. No, sir. Mr. Beaumont look at some property.

Q. And did you know of Mr. Beaumont spending nearly a day looking for a location at your request and talking with you about any particular location? A. Mr. Beaumont looked at a couple of pieces of property that was submitted to him by agents, but Mr. Beaumont never found any property for me.

Q. Mrs. Shaw, just think; don't you remember Mr. Beaumont calling on you and saying to you that the Craig property was for sale? A. No.

Q. And don't you remember telling him "I know Mrs. Craig and I will go and see her"? A. No, sir.

Q. You are very sure that he did not first call your attention to the Craig property? A. No, sir; because I knew the Craig property was for sale and I knew Mrs. Craig personally.

Q. At the time you were first considering the building of an eight family apartment did you have Mrs. Craig's property in view in any sense? A. When Mr. Hallinger offered it to me. I had a piece of property offered to me on Baldwin Avenue opposite the hospital. That was offered to me as an investment—some apartments there. And this agent, who was a friend of our family, said I would have an immediate income. I was considering that but Mr. Beaumont said no,—he discouraged that. We kept looking for a place to build through the different agents in Jersey City, and Mr. Hallinger offered me the Craig property.

Q. When did Mr. Beaumont first speak to you about the Craig property? A. When he knew it was offered to me.

Q. Who offered it to you? A. Mr. Hallinger, agent for the Craig property, and Mr. Hallinger will testify if you want him.

Q. Where is Mr. Hallinger's place of business? A. In the Commercial Trust Building; he will testify if you want him to. He did no business whatever with Mr. Beaumont.

Q. But my inquiry is who called your attention specially to that property as available? A. Mr. Hallinger.

Q. He was the first one? A. Yes; and I knew the Craig property was for sale.

Q. When did you first speak to Mr. Beaumont about the Craig property and about putting up a building there? A. When it was submitted to me I told Mr. Beaumont about it and he walked around there and looked at it and he measured it off. Then the Moose property was offered to me at the same time by Mr. Robert Ross down stairs, and Mr. Beaumont measured that property up and said that the Craig property was the most desirable because there was a restriction on the Glenwood Avenue property, and the Craig property was a better layout. These were his words

Q. Well you bought the property of the Craigs and you took title to it? A. I did.

Q. Subject to what encumbrances? A. The mortgage?

Q. Yes. A. Fifteen thousand dollars.

Q. As a part of the consideration? A. Yes, sir.

Q. Now when was the plan prepared for the eight family apartment house? A. Well I can't remember the date because I have no memorandum, but I know I moved to Monticello Avenue September 1st, 1912, and in that month—early in that month the apartment was all planned for and named.

Q. Well you was some what exercised, were you not, over the selection of ground or a plot upon which to build an apartment house? A. What do you mean by exercised?

Q. Well you was in doubt as to what would be built by you,—you was somewhat exercised, was you not? A. I was anxious to do what I thought was the wisest thing.

Q. Do you remember about consulting Mr. Beaumont particularly about two pieces of property that you had in mind? A. I was offered two lots up on the Boulevard, a couple of blocks above where I am now located. I was offered two vacant lots there, and Mr. Beaumont was at our house one afternoon, and he was going to the Tube Station and my son walked with him and they looked at the plots; but that man would not take our price.

Q. I read from Exhibit D-7, a letter by you to Mr. Beaumont, in which you say "So sorry not to have been home when you called as I wanted very much to see you and have put off coming over to your office on account of the extreme heat. Have had several pieces of property offered to me and would like to have your opinion as the price seems so very high. Will try and see you this week if the weather will permit." This letter bears date July 10th, 1912? Where were those pieces of property that you had in mind? A. Those lots that I speak of.

Q. Which lots? A. On the Boulevard which I have just mentioned.

Q. Which you purchased? A. No, sir, two blocks above where I am now.

Q. You spoke of two pieces of property? A. I guess the other was the Moose property.

Q. On Glenwood Avenue? A. Yes, sir. I don't know of any other that I looked at.

Q. But you didn't have then the Craig property in mind? A. No, sir. I don't know, Mr. Hallinger may have spoken to me before that, but I can't recall.

Q. Well do you think that you made a poor purchase when you purchased the Craig property? A. Yes, sir, I do.

Q. Why so? A. Because it is a poor investment when you don't make your own terms.

Q. But it was your own contract? A. Yes, but I was acting under advice.

Q. You made the negotiations? A. Yes, sir.

Q. And you are of full age and a business woman? A. Yes, sir.

Q. And competent? A. Yes, sir.

Q. Did you say to Mr. Beaumont that you could attend to it yourself, that you knew Mrs. Craig? A. Sure.

Q. You didn't ask him to help negotiate the sale of that property? A. Mr. Beaumont figured it all out, the layout, and figured the number of feet and the lots. He wanted to make eight lots of the plot but Doctor Craig objected and he made it into seven. He would not have the land cut up in eight lots.

Q. He didn't put any restrictions on the sale or title and he gave you free title to it; he didn't restrict the kind of building you could put up there? A. Yes, sir, the land is restricted against a hotel or public building.

Q. In the deed by Craig to you? A. Yes, sir; and against the sale of liquor or any tavern; but he didn't restrict it against private houses.

Q. Or as to how many apartment houses you should build there? A. No, sir.

Q. Well the mortgage that you gave back provided, did it not, for payment and release from time to time as payments were made for different pieces of property? A. Yes, sir.

Q. And when you speak of having the property divided up into seven parcels instead of eight was not that with a view of the payment of the

mortgage? A. Yes, sir, that was understood in the contract.

Q. Otherwise there would be no object in requiring that the property be noted as seven different pieces? A. No, sir. As we sold them off they were cleared up.

Q. He would release on the payment of a proportionate amount of the mortgage? A. The full amount of every individual lot; every lot had to be cleared as it was sold.

Q. Did not the mortgage itself provide for the very amount that was to be paid on each piece as they were released? A. No, we were to get what we could for the lots, but the sum to be fifteen thousand dollars.

Q. But did not the mortgage provide that if you paid so much on such a lot so much on such another lot that those lots would be released? A. Yes, sir, and the mortgage reduced that much.

Q. And they would be released from the fifteen thousand dollar mortgage? A. Yes, sir.

Q. And the dividing of it into seven lots had no other purpose whatever than for paying the mortgage and releasing the property by part payments? A. Yes, sir.

Q. These plans that were made for the apartment house which was to be built on the property you purchased of the Craigs, were they made before or after the contract was signed for the building of the apartment? A. Before.

Q. Were these pursuant to that letter or at your request? A. I knew Mr. Beaumont was drawing plans for an apartment on the Craig property, for that was what I bought the Craig property for. I was ready then to have plans drawn for an eight family house.

Q. That was before you had made the purchase of the property? A. No, sir.

Q. It was not? A. No, sir.

Q. Well you finally made a contract with the Beaumont Company for the building of an eight family apartment house, did you not, on a portion of the Craig property? A. I believe the first plans that Mr. Beaumont made for the Craig property was for a six family and janitor apartment. I think that was the first plan, but I didn't like the idea of that at all.

Q. And then you wanted to have a four story house? A. Yes, a four story house, and I used the money belonging to my two children—minor children, with their consent, and added a fourth story.

Q. (The Master) Do you mean that you turned that money over to Mr. Beaumont,—the guardianship money? A. Yes, sir, with my children's full knowledge and consent.

Q. Did that constitute part of the five thousand dollars cash payment? A. No, sir, that made nine thousand dollars cash payment. I gave Mr. Beaumont a check for five thousand dollars February 26th, 1913, the day I signed the contract. I gave Mr. Beaumont five thousand dollars then, and then I assigned to the Beaumont Company two two thousand dollar mortgages, making a payment on account to the Beaumont Company of nine thousand dollars, with the understanding that the fourth story should be added to the third story drawings and plans. That was the object of the four thonsand dollars, that I should have the fourth story added to the building, otherwise I would not have put the four thousand dollars in it, because I didn't like to see a three story building.

Q. Then prior to that change to a four story building do I understand that you had made a contract with the Beaumont Company to put up a three story building? A. I believe so, yes.

Q. Just look at Exhibit D-25 and tell me if that is the contract which you made for the three story building? A. Yes, that seems to be the one, —the one with the two doctors' offices which we abandoned in the next plan.

Q. That contract D-25 called for a three story building and you wanted to have a four story building? A. Yes, sir.

Q. And so you abandoned with the consent of Mr. Beaumont this contract, is that it? A. I didn't understand that this was to be abandoned, but I said could a fourth story be added to that and made a continuation of this building. I didn't know that he had to draw a new set of plans.

Q. Didn't you sign another contract for the building of an apartment house on the Boulevard? A. This was for the Boulevard.

Q. But for a four story building, didn't you sign an original contract? A. I suppose I did.

Q. Is that the contract which you had annexed to your bill of complaint? A. Yes, sir, because the fourth story was built.

Q. I show you Exhibit D-18, which purports to be the orginal contract under which the building was erected, and a copy of which is annexed to your bill of complaint,—tell me if that is your understanding? A. Yes.

Adjourned until Wednesday, January 5th, 1915, at 10 A. M.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause this fifth day of January, nineteen hundred and sixteen, at ten o'clock in the forenoon, pursuant to adjournment.

Appearances as heretofore.

Special Master.

By consent of counsel the further examination of Mrs. Shaw was suspended for the present.

WILLIAM ROBERTSON, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Robertson, what business are you in? A. Builder.

Q. For how long have you been in that business? A. Thirty years.

Q. In Jersey City? A. Yes, sir, in Jersey City.

Q. About how many buildings have you erected in that time? A. I don't know, a great many.

Q. You have seen the Beaumont Apartment house at 2680 Boulevard, Jersey City? A. I have.

Q. Have you erected any buildings of that type

or class? A. Not in recent years. I have superintended a great many.

Q. What building have you superintended the erection of of that type or class? A. Well, I superintended the Summit Apartment.

Q. How far is the Summit Apartment from the Beaumont Apartment house? A. About six blocks I guess.

Q. You have seen the plans and specifications for the Beaumont Apartment house? A. I have.

Q. And you have examined the building itself? A. I have.

Q. Is that building erected in a good and workman like manner? A. Well it is kind of shoddy, it is not the best class of work.

Q. Can you tell us an instance where it is not the best class of work? A. Well particularly—you take the oak flooring, that oak flooring is just cheap oak flooring. It is poorly laid and the pieces in spots are uneven and there is a great many short lengths, showing that the flooring is the cheapest you can buy of the kind.

Q. In laying an oak flooring each strip of the flooring should go the entire length of the room, should it not? A. Yes, sir, sometimes—that is the best flooring.

Q. In this house in question I understand you to say that the strips are made of short lengths? A. Yes, sir, very.

Q. Have you examined the stairway? A. Yes, sir.

Q. What class of material is used in the stairway? A. Well how do you mean—the material itself?

Q. What is the material? A. Birch.

Q. Is that a soft wood? A. No, sir that is a hard wood.

Q. How are stairways built? A. Well they are

really quite crowded for a building of that kind.

Q. Have you examined the mill work and the door frames? A. Yes, sir.

Q. Did you find anything wrong with the door frames? A. Well the miter joints have opened some what.

Q. Could they have been put together in such a way as to prevent them from opening up? A. Well they could have been put together so they would not show as much as they do now.

Q. But that would mean a different way of cutting the joints, would it not? A. Well they could cut the flash so the joint would come a good deal closer together.

Q. Was that done in this case? A. No, sir.

Q. Have you examined the doors inside of the house? A. I have.

Q. What kind of wood are the doors constructed of? A. They are supposed to be mahogany.

Q. Are they? A. Well, they are a cheap door with a veneer, and the panels are already checked and they are curling—they are opening up.

Q. Did you examine the kitchen dressers—that is the dresser that stands up from the floor over the tubs? A. Yes, sir.

Q. What in your opinion is a fair price for those kitchen dressers—for each one? A. A dresser of that kind ought to be put in place complete between thirteen and fourteen dollars.

Q. Does that include all the material and labor and painting? A. Yes, sir, everything in place and finished.

Q. Are they so arranged that an occupant of the apartment can get the full use of the dresser? A. Not unless you have a step ladder—a short step ladder.

Q. Was there anything in the construction or the first flight of steps that you observed in its

relation to the boiler in the cellar? A. Why that is a bad feature. The first two or three steps that you go up from the hallway has beneath them the boiler room. Of course if there was any fire in the boiler room, that is if the boiler room should catch on fire the fire would catch the stairway and go right up.

Q. Those stairs are of wood? A. Yes, sir, of wood.

Q. How far is the wood from the boiler itself? A. I guess about six or eight feet.

Q. Almost over it is it not? A. Yes, sir—it is an angle to it.

Q. (The Master.) What did you say in regard to those dressers? A. That they ought to be put in place for between thirteen and fourteen dollars —a dresser of that size.

Q. Did you see the clothes line posts in the back yard? A. I did.

Q. What kind of posts are they, how high? A. They are the ordinary clothes line posts. I believe they are eight feet from the ground.

Q. Do you know how much they cost? A. Well, I guess they must have bought them for one dollar, it was not any more than one dollar a piece.

Q. What does it cost a piece to set them in the ground? A. Of course if you only dig a hole in the ground it doesn't cost much, but if it is filled with concrete it would cost you a little bit more.

Q. What would be a fair charge for furnishing and erecting each post? A. Oh, I would say—including the cost of the post?

Q Yes. A. It ought to be put in there for about $3.50 a piece.

Q. Is a charge of $112. for the labor of setting those posts in the ground a fair charge? A. Well that can't be. For how many?

Q. Twelve posts. A. Oh, no. I would like to

set them for about $40.00.

Q. Did you examine the walls of the building inside? A. I did.

Q. What did you find there? A. On the east wall on the third floor it show dampness.

Q. What did that come from? A. Well I would say that rain water during a storm had worked its way through the wall.

Q. Did you examine the wood work in the bed rooms—by wood work I mean the base? A. Not particularly, no.

Q. Did you find any place where the base was not level? A. Yes, that is the floor, there is quite some unevenness in the floor, where the floor material did not come down showing the beams on top were not one level, not properly sized—that there was a variation in the level.

Q. What do you mean by sized? A. You take a twelve inch beam—what is supposed to be a twelve inch beam, when they come you find they measure 12 1/4, and they vary so much we have to size them. We cut a board the thickness of the beam—a templet twelve inches and we size the beams with the templet, and when the beams lay in the sill they are leveled up. We have to have them level.

Q. And the condition of the wood work in the bed rooms shows that that was not done in this particular case? A. Well the floors show that, the molding around the floor shows that was not done.

Q. Is the doing of that work considered part of a good job? A. Yes, sir, always.

Q. Did you by examining the plans and specifications note the increase in the width of the rear of the building? A. Yes, sir, I notice there is a small extension—an extension of the walls.

Q. On both sides of the building? A. Yes, sir,

on both sides. The plans show sixteen inches on each side as near as I could measure it.

Q. Did you calculate the cost of that? A. I did.

Q. And what in your opinion was a fair cost? A. For the two sides I figure it $217.00—that is with the ten per cent profit.

Q. Is a charge of $489.30 a reasonable charge for doing that work? A. It is an outrageous charge for it. You can't show any such value there to figure it.

Q. What in your opinion is a fair and reasonable charge for the material and labor that went in the erection of that building? A. Well of course that is a matter of agreement. Contracts are made some of them for cost and ten per cent, and on some you can't get ten per cent, and sometimes five or six is charged. If is just according to the agreement between the owner and the builder. It is always fixed before they begin operations.

Q. You have executed contracts on the cost and ten per cent basis? A. Yes, sir, many of them.

Q. What does the ten per cent pay for? A. Everything—overhead charges and everything—office expenses and everybodies time and labor. We called office expenses overhead charges.

Q. In executing a contract which provides for the cost of the building to be paid for and ten per cent of the cost to the contractor, is a charge for telephones a part of the cost of the building? A. Yes, sir, everything in connection with the operation of the building.

Q. Is that included in the ten per cent? A. Yes, sir, always, included in the cost of the building.

Q. Is that paid for out of the ten per cent charge? A. Yes, that is in the ten per cent.

Q. And are your office expenses paid for in the

ten per cent charge? A. Yes, sir, from the overhead charges, and the keeping of the cost of the building—that is our bookkeeping.

Q. Would the cost of estimating bids from material men and sub-contractors come within the ten per cent charge? A. There is never any cost in that way.

Q. I mean for the wages of the men who go to interview them? A. Yes, if he is working for the building in my opinion this would come in the cost of the building.

Q. When you have such a contract do you charge your time as part of the cost of the building or is that part of the overhead expense? A. That is overhead expense. If we should have three jobs at that time or two jobs at the time, that particular building would only be charged with the proportion of the time I spent on it.

Q. But that would be paid for by the ten per cent that you received from the owner? A. Yes, sir, that is included in the ten per cent.

Q. (The Master.) You don't mean to say that if you are working on a building yourself that that is charged in the payroll? A. No, sir my time is charged for out of the ten per cent of the cost, and anybody I have working in the office. The bookkeeper of course his time is charged to that building—the amount of the time he spends on it, but the builder's time is never figured in the cost of the work of this kind. That is what we get the ten per cent for, that pays us for the time.

Q. You knew the residence of Doctor Craig that stood on that plot of ground? A. Yes, sir.

Q. What would be a fair charge for demolishing that residence? A. Well these wrecking companies give you for a building of that kind any

where from three to four or five hundred dollars —that is according to the amount of salvage in the building that they can use, such as the plumbing fixtures and mantles and things like that which they can resell, and that fixes the value or the amount that you can get for the building.

Q. How long would it take to demolish such a building? A. We could tear that building down in six weeks.

Q. Did you notice the court at the rear of the left side of the building? A. Yes, sir.

Q. Outside of the janitor's apartment? A. Yes, sir.

Q. Did you notice the iron railing at the top of the court? A. Yes, sir.

Q. Is that part of the plans and specifications of this building? A. Of course the specifications would determine that—either the plans or specifications. If it was shown on the plans that would determine that; and if it was called for by the specifications the specifications would determine that.

Q. What would it cost to change the flooring and the doors and to make the changes in that building so as to make a good job of it? A. That would be a matter of calculation.

Q. Have you made such a calculation? A. No, sir.

(At this point Mr. Lewis, solicitor for the defendant, requested that his client, Mr. Beaumont, be permitted to conduct the cross examination of this witness.)

CROSS EXAMINATION BY MR. BEAUMONT:

Q. Mr. Robertson, how old a man are you? A. Fifty.

MR. DECKER: I object to that.

Q. How long have you been in the building business? A. Thirty-one years.

Q. What was your first experience in the building business? A. I think I laid brick as a first experience.

Q. Did you serve an apprenticeship as a brick layer? A. Yes, sir.

Q. How long? A. About two and a half years.

Q. What is your experience following that two and a half years, you didn't complete your time on that? A. Yes, sir, I was with my father and I completed my time and got a card from the Union.

Q. What has been your experience since then? A. Since that day to the present time?

Q. Yes. A. In all classes of buildings—superintending all classes of buildings and erecting all classes of buildings.

Q. And following your apprenticeship did you continue to lay brick? A. No, sir, no more.

Q. What was your next position? A. I think I was made a general foreman.

Q. By your father? A. Yes, sir.

Q. And what did that general foreman cover —what kind of work? A. All kinds of work—apartment house work—all kinds of apartment houses, we did a great deal of that years ago, and also bank buildings and storage buildings and all kinds of factory buildings.

Q. Your experience was out on the work mostly? A. Yes, sir, all the time—that is at the beginning.

Q. For how many years? A. On and off for four or five years and then I went in the office. I do all the estimating now.

Q. How long have you been doing the estimating? A. About twenty-five years.

Q. What estimating do you do? A. All.

Q. When you say all do you speak of all different lines of work? A. Yes, sir, everything.

Q. What kind of work do you speak of? A. Everything plumbing work carpenter work heating work mason work and everything.

Q. What line of that work are you the most familiar with? A. Mason work, that was the line that I worked at as an apprentice.

Q. That is the only part of the work that you actually worked at—did any actual work? A. No, I did carpenter work.

Q. What kind of carpenter work? A. I have laid rough floors and finished work. I have laid comb grain yellow pine floors, which were scraped afterwards.

Q. Did you scrape them? A. Yes, sir, I helped.

Q. Was there any unevenness of the strips in them when you got through? A. Not the way these floors were.

Q. Which floors? A. The floors of the Beaumont.

Q. I asked you about your work? What class of buildings did you lay these floors in—what kind of buildings? A. Why apartment house buildings.

Q. Where were those apartment houses located? A. Well, there was one on Seventh Street near Jersey Avenue when I was a few years in business and I helped with this work.

Q. How many years ago was that? A. I said I have been in business thirty years and I worked as an apprentice for two and a half years. It must have been about twenty-seven or twenty-eight years.

Q. About twenty-seven years ago? A. Yes, sir.

Q. How many apartments are in that building that you helped do the work yourself? A. It

is a five story double apartment house—ten apartments and janitor.

Q. What kind of floors did you lay in that building? A. We laid in that building comb grain yellow pine floors.

Q. Did this flooring run from one side of the room to the other in one piece? A. Yes, sir, exactly.

Q. All the lengths? A. Not all the lengths but most of the lengths. We were always restricted as to the shortest lengths we could use.

Q. What was that? A. About from six feet up.

Q. Have you laid any oak floors? A. No, sir.

Q. Have you in the buildings that you have contracted for laid any oak floors? A. Yes, sir, many of them and had them laid.

Q. What was the most recent oak floor you have laid? A. About five months ago we laid a floor up in the Third National Bank Building in their banking room.

Q. That is here in Jersey City? A. Yes, sir.

Q. How big a floor was this? A. I think there are three large rooms there, about twenty feet wide.

Q. And how long? A. I guess the three rooms will take up sixty feet.

Q. And did you have flooring that covered the entire length of those rooms? A. No, it was in three floors.

Q. But the entire length of each room? A. No, sir.

Q. What length flooring did you use? A. I think we used from ten feet up.

Q. And what grade of flooring was this? A. That was the best grade of oak flooring.

Q. What kind of oak? A. It was plain oak.

Q. Did you lay this flooring with your own men? A. Yes, sir.

Q. Did you purchase the flooring? A. Yes, sir.

Q. From whom did you purchase it? A. I got it from the lumber dealers.

Q. Who were your lumber dealers? A. I think Vanderbeek furnished that.

Q. What did you pay for this flooring per thousand feet? A. About seventy five dollars per thousand feet as near as I can now remember.

Q. What is the measurement of the face of it? A. I think it was two inch face.

Q. And how thick? A. One-half an inch in thickness.

Q. Was it square edge? A. No, sir, it was tongued and grooved and one-half inch thick, or may be five-eighths.

Q. Did you scrape those floors? A. Yes, sir.

Q. What did you cause them to be scraped with? A. With sand paper and then we gave it a couple of coats of shelac.

Q. Do you consider that a good finish? A. Yes, sir.

Q. Do you know of any better? A. No, I would rather have a shelac than a wax floor.

Q. How much did it cost you to lay this floor? A. I believe the floor cost me about twenty dollars a thousand to lay.

Q. When you say twenty dollars a thousand what do you mean by that? A. Why one thousand running feet, one thousand feet of flooring a half inch thick.

Q. Well when you say one thousand feet of flooring one-half inch thick does that mean lineal feet? A. No, one thousand feet of flooring.

Q. You mean one thousand board feet? A. Yes, sir.

Q. And how do you estimate the number of feet that you would require to lay a room? A. I get the dimensions of the room and multiply them

together to find the square feet and add one-fourth for waste, and if the flooring is more than an inch I add another quarter, and if it is two inches I double it.

Q. You always add one-quarter for waste? A. Yes, sir.

Q. That is on the face measurement? A. Yes, sir.

Q. Regardless of the width of it? A. Yes, sir.

Q. Do you think there is as much waste in a wide flooring as there is in a narrow flooring? A. About the same.

Q. Why do you add this waste? A. If you order two and a half inch flooring you get two and a quarter. There is always a little waste in the running of flooring which we charge for.

Q. What do you mean if you order two and a half inch face—you mean to say they would send you a flooring that measured two and a quarter inches? A. Yes, it doesn't average any more than that.

Q. Don't you know that the waste in flooring that you add for is for tongue and grooved flooring? A. Yes.

Q. Don't you know if you order 2 1/2 you get 2 1/2? A. Not always.

Q. If you got what you ordered you would? A. If you got a select flooring you would get 2 1/4.

Q. Any flooring? A. No, sir.

Q. Don't you know if you order a flooring of two inch face you get a flooring of two inch face? A. No, sir, it may be one inch and 13/16, or something like that, it will always vary a little bit.

Q. Usually the most that flooring varies when received is about 1/16 of an inch? A. Yes, sir.

Q. And you know it would not come out without allowing it? A. Yes, sir, I do.

Q. You testified a while ago that the oak flooring in this Beaumont Apartment was a very cheap grade flooring? A. Yes, sir.

Q. What would you say would be a fair price for that flooring from the dealer? A. The price should not be really over fifty dollars, I don't believe you paid over fifty dollars for it.

Q. Did you notice the face of the floor? A. I didn't measure it, no.

Q. What do they call the best floor? A. The best oak floor?

Q. Yes. A. I would call the quartered oak the best floor.

Q. Are there not some other oaks? A. Yes, there is quartered oak and the plain oak, but this was a cheaper grade of oak-straight oak.

Q. If you was ordering flooring would you just order quartered oak or plain oak? A. Whatever the specifications called for.

Q. Suppose you didn't have any specifications and you wanted to use your best judgment in ordering for yourself or your client—how would you order your flooring?

MR. DECKER: I object to that.

A. I would not take the responsibility myself. I would consult the owner and see whether he would be satisfied first with what I was going to order, and then I might show two or three samples of the different kinds of flooring and order from the samples.

Q. But I am asking you this question, if you was in a position to specify yourself? A. Then it would be according to the amount of money they wanted to spend on the floor.

Q. Do you know George C. Lavery & Company? A. Yes, sir.

Q. Did you ever buy any material from them? A. No, sir, but he is a good dealer.

Q. You consider him a good dealer? A. Yes, sir.

Q. Do you believe if he was figuring in competition with others he would give you a fair price? A. Yes, sir, I do, I know he would.

Q. If we paid George C. Lavery & Company, Lumber Dealers, for furnishing oak flooring 7/8 by 2 clear plain oak, $73.50 per thousand, would you consider that a fair price? A. Yes, a fair price for clear oak flooring.

Q. You stated in your testimony that the length of the flooring that we laid in the Beaumont Apartment a great many was very short? A. Yes, sir.

Q. And you said, I believe, that in a good floor the lengths should be long enough to reach across the room in most cases? A. Not necessarily, but I think they should be longer than two feet.

Q. In buying oak flooring do you have to pay for lengths from two feet up a certain amount of those lengths, unless you paid for the waste or short material, if the dealer didn't give it to you, as it was shipped from the mill? A. In buying flooring we pay them two or three or four dollars more rather than handle a lot of small pieces. We find that when we lay a floor and a lot of these little pieces get in it will make a very unsightly floor, and for that reason we pay them and we are paying them now three or four dollars a thousand more for some flooring for no length shorter than four feet.

Q. Is that so specified? A. Yes, sir, that is the agreement we make with the lumber men.

Q. You are paying that because it is specified that way? A. No, it is not specified that way.

Q. You said it was specified that way? A. No, sir, it is not specified. In maple flooring that you buy thirty per cent of it will be eighteen

inches to two feet long. I think thirty per cent of it will be from eighteen inches to two feet. Unless you have an agreement with them they simply take the general run of flooring when they send it.

Q. (The Master.) Suppose you are paying $73.50 per thousand? A. That would include everything above four feet for that price. If that is clear oak flooring then it is so poor it doesn't look like clear oak flooring, and it is uneven and has not been scraped to a straight surface.

Q. (Mr. Decker.) You are speaking of the present floor in the building?

Q. Is it not a fact that your experience shown here regarding oak flooring is not very broad? A. Oh, it is pretty broad.

Q. The fact that first you were under the impression that they would send you a flooring one-fourth of an inch less than you ordered, and the fact that you say you have looked at the floors in the Beaumont Apartment and think that they are worth fifty some dollars? A. I said I thought you paid about fifty dollars for it.

Q. And then you go on and say that you think $73.50 is a fair price for oak flooring? A. Yes, that is the standard price.

Q. Have you laid any flooring of this kind in recent years? A. Not myself, no.

Q. Have you had it laid in any buildings? A. I have superintended the construction of apartments where they have laid this floor by contract.

Q. What do you mean superintending? A. I superintend for two or three banks—they send me around where they make construction loans. Before I go there I read the specifications and I find out what is called for, and when I get there I see whether the work is according to the specifications. I do that daily.

Q. That is inspect it? A. Yes, sir, I do.

Q. You don't direct? A. Sometimes.

Q. What do you direct? A. Well, if I saw a floor was being laid uneven or it was not scraped to a straight surface, then I would tell them to follow the specifications.

Q. And do you purchase any of this flooring? A. No, sir, not for those buildings.

Q. Do you keep an account of the lumber that is required to lay the floors? A. No, sir.

Q. So that your knowledge on that is only in a general way of what it would cost for the floors? A. No, sir, I know what it cost to lay floors. We have laid them.

Q. What I am particularly trying to find out is whether you have had any experience in recent years in laying floors of this kind? A. Yes, sir, I laid this floor up in the Third National Bank.

Q. Well the floor that you had there you say was 5/8 of an inch thick; would it cost the same to lay it as it would to lay 7/8 inch thick? A. Yes, sir, about the same.

Q. What kind of joint did you have on the end of your floor? A. Why we had a run joint, it was like a tongue so that the two ends come up close together.

Q. That is where you joined it in the middle? A. Well there was a run on every piece of flooring.

Q. (The Master) What was a run? A. A tongue and groove. Anything that goes through a machine is run. That keeps them from curling up.

Q. You speak of the stairs being over the boiler room; what objection do you find in that? A. Only in case of fire they should be protected; the first run should be protected by some fireproof

material, so that if there was a fire in the boiler room it would be kept from the stairs.

Q. Did you examine that to see whether it was protected? A. Yes, I got underneath the string.

Q. It was all open? A. Yes, sir.

Q. And you think in case of fire you would not be able to get out of the building? A. Well, the fire would go up the hallway and they would be cut off. Of course, they could use the fire escapes. Of course, that could be made fireproof; it would not cost very much.

Q. You speak of the dressers in the kitchen; what dressers do you refer to there? A. The dressers over the tubs. They are on brackets.

Q. You testified regarding the height of them from the floors; do you think they are at a proper height? A. Well, a woman hates them as high as that when she has got to have a step to get there.

Q. Do you think they are at a proper height? A. I would not have them as high as that. I don't like a dresser of that kind. I like the ones that are built up from the floor.

Q. But in a kitchen like that where all your space was occupied with other dressers or tubs or ice box and range? A. Well, they would have to go in about that position.

Q. Then that is about all that could be done with them to put them in that position under the circumstances? A. Well, they could have been lowered a little bit. You might have done away with the bracket and brought them down eight inches lower.

Q. Did you examine to see whether there was any more headroom than was reasonably necessary to have there in bending over the tubs and over the sink? A. No, I didn't consider that.

Q. Don't you know as a fact that the brackets didn't take up any room? A. No, sir.

Q. And that there was no more room than necessary to clear the head? A. No, sir.

Q. You didn't consider that? A. No, sir.

Q. You speak of the brick wall about the moisture coming through; is there anything unusual about that where a building is open? A. Yes, sir, there is something unusual.

Q. In what way? A. In building a twelve inch wall, unless you slush every course you will let the dampness through the wall like is found there.

Q. Did you ever have water come through a brick wall that you built at any time? A. Yes, sir.

Q. Was that because of careless work? A. No, it was an eight inch stairway wall up to the top of the building, where the rain got at it and worked through.

Q. Did you ever build a building of common brick in an exposed place like the Beaumont Apartment is standing in where it is exposed on three sides to a strong wind; do you recall any in a position of that kind? A. No.

Q. How much water will common brick absorb? A. A pint of water.

Q. And if the first four inches has absorbed one pint of water and it is still raining, what happens? A. Then the next dry brick will pull that in.

Q. And then if the rain keeps up what will happen to the third one? A. If the space between the bricks is filled with cement it wouldn't get in.

Q. But I am speaking now the brick itself? A. Yes, sir. Unless they are slushed the water will keep on going to the next brick. If it is not slushed the dry brick will pull it right in.

Q. You mean slushed between the two bricks? A. Yes, sir.

Q. How would that keep it from going to the next brick? A. Where the cross joints between the two bricks are filled with cement, one of the bricks will stay dry. If the space is filled with cement the water can't get through the brick.

Q. You mean the water can't get through the mortar? A. No, not so much.

Q. Will it get through at all? A. It may; if it is a poor cement mortar it will get through it.

Q. What would you call a good cement mortar? A. It is 1 to 2½, or 1 to 3. If your sand is very course I would not mix it more than 1 to 2½.

Q. If you wanted a good cement you would make it 1 to 3 mixed, would you not? A. Yes, sir.

Q. A cement motar of 1 to 3 mixed, would you consider that waterproof? A. Yes, sir, pretty nearly.

Q. What do you mean by pretty nearly? A. If the cross joint is filled solid it will make a water tight job for a twelve inch wall.

Q. Then why do people through the country cover the inside of their wall, if the wall can be made tight by just filling in the joints with 1 to 3 mixed mortar; why do they waterproof all of their walls where there is any water? A. Where there is a pressure?

Q. Yes, where there is a pressure? A. Where there is a pressure they have to, because the water is there all the time pushing it out.

Q. How long would it have to be there before it would penetrate? A. It is all according to the pressure.

Q. Then if you believe that wall with the joints of the bricks filled in that way is waterproof, what would you think about a wall six inches thick of that character, do you think that would

be waterproof? A. If the mortar was good, yes. I have made some walls two feet thick, which was absolutely waterproof without any waterproofing mixed with the cement.

Q. Then if in the average brick job as it is laid up and completed, a reasonably good job, the first brick will absorb a pint of water, do you think that it is reasonable to expect that the water will go through and get into the other brick and so on in a long driving rain? A. Well a little water will get through, forcing though.

Q. You think it would get through? A. It may, yes, it would get through, unless they had a foreman on the job who was always insisting on the walls being slushed.

Q. Did you examine the building up there as to the quality of the brick work? A. Yes, sir.

Q. And what is your opinion? A. Well it is average; it is only fair, it is a fair average. The rough work looks better than the front work. The front work is a poor average. I have laid some tapestry brick.

Q. What bond did you lay them in? A. Dulet bond.

Q. What kind of joint? A. Five-eighths joint.

Q. How was that joint cut? A. Just cut off.

Q. In other words you laid rough tapestry brick? A. Yes, sir, laid in grit.

Q. Did you testify in your direct examination regarding the trim? A. Only in regard to the way the frames over the doors, where the miter joints have opened.

Q. Where the trim work opens like that what is it from? A. It is either, it is not kiln dry, when it goes in the building or the building has been trimmed before the plaster is dry.

Q. You testified something about the flash on

the miter? A. Yes, sir, cutting back of it so that the joint would come up good and close.

Q. You mean to say that is the way it ought to be done? A. That is the way it is customarily done.

Q. If you were handling any trim on a job would you miter your trim in that way? A. Yes, I would.

Q. Would you have your carpenter on the job do that? A. Yes, sir.

Q. In trim where it is glued together at the mill and the flash did not come to a feather edge on the front, would you consider that a good job? A. No, sir.

Q. You testified regarding the doors, if I remember right, and I think you said that the doors were mahogany of a poor grade? A. Yes, sir.

Q. Do you know that those doors were not mahogany at all? A. I said they were supposed to be mahogany doors.

Q. Don't you know the difference between woods? A. Yes, sir.

Q. Well you testified on your direct examination that they were mahogany doors of a poor grade? A. Yes, sir, a stained mahogany door.

Q. You don't know that they were hazel doors? A. The specifications called for that.

Q. In your judgment the doors were mahogany? A. I called them mahogany doors, they were stained mahogany. I didn't scrape the doors to see what they were.

Q. Did you try to scrape them? A. No, sir.

Q. Was there any need to scrape them to find that? A. Yes, there was need to scrape the doors to find if they were hazel.

Q. A builder of thirty years standing or experience couldn't walk in a building and tell the

kind of doors? A. Well hazel doors are so seldom used—you don't see them around here much.

Q. (The Master) Is there a hazel wood? A. Yes, they call it hazel wood; something like white birch, I believe.

Q. You think it is like a birch door? A. It is not so hard as a birch door; the wood is not as hard as birch. I have never bought any.

Q. Mr. Robertson, how many times have you examined this building, the Beaumont Apartment? A. Only yesterday morning.

Q. How much time did you take to examine it? A. I think I was there about one hour.

Q. Did you have any assistance in examining it? A. No, I formed my own opinion myself, is that what you mean; the opinions are all my own.

Q. Was any one with you? A. Yes, sir.

Q. Who was with you? A. Mr. Rowland was with me.

Q. Just you and Mr. Rowland? A. Mr. Decker was at the building.

Q. And did he join you in your conversation? A. Well it was only general.

Q. Did Mr. Decker go through the building with you and call your attention to different things? A. No, he went through the building with us, but he didn't suggest anything.

Q. Didn't he call your attention to anything? A. I don't think so.

Q. Don't you know? A. No, he didn't call my attention to anything; he just told me he wanted me to look at the general construction of the building.

Q. Mr. Decker asked you to look at the building? A. Yes, sir.

Q. When did he ask you to go and look at the building? A. About two weeks ago.

Q. Did you have any conversation with him at that time regarding the building? A. No, sir, only that the Beaumont people had erected it.

Q. You knew that, didn't you? A. Yes, sir, I did.

Q. Is that all he said to you? A. About all.

Q. But is that all? A. I think so.

Q. Well can you tell me whether it is all or not? A. Yes, he said he wanted me to go through the building and notice the general character of the construction and be ready to come down here when he wanted me.

Q. What else did he say to you? A. That is all.

Q. Is that all he said to you? A. Yes, sir.

Q. Where did you meet Mr. Decker yesterday morning? A. At the Beaumont Apartment.

Q. What part of the building did you examine first? A. Why we went in one of the vacant apartments, I think, on the first floor.

Q. Which side? A. On the west side, or the south side I would call it.

Q. The side nearer Glenwood Avenue? A. Yes, sir.

Q. What was the first thing you observed when you got in the building? A. The first thing that struck my attention was the uneven floors. There seemed to be about the sixteenth of an inch difference in one piece of floor.

Q. Did Mr. Decker call your attention to the floor? A. No, sir.

Q. You are sure he didn't call your attention to that? A. Yes, sir. When I go through a building I look around very close. I go through a good many of these buildings, and all those little things seem to stand right out.

Q. What next did you observe in the building after the floors? A. Then the unevenness of the

floors where the floor molding didn't fit the floor all the way around.

Q. What next did you observe? A. I guess the next thing was the plaster around the wood molding, that didn't seem to fit up to meet with the ceiling; and I looked at the mason work and the brick work.

Q. What next did you look at after the mason work? A. Then I went upstairs. The janitor said the rain came through the wall upstairs.

Q. What next did you examine? A. Then I went on the roof. From there I came down the main stairway. I was surprised to find that the stair walls were not all brick.

Q. Was there any conversation about that? A. No, sir.

Q. Did anybody say to you, "ought not that wall to be solid?" A. No, sir; I hit the wall myself and found they were wood walls.

Q. Any one of the party tell you the wall was not solid? A. No, sir.

Q. Did any one say to you that is just made of plaster board, that is not solid? A. No, sir, that conversation didn't take place. I was surprised that the Building Department had passed it.

Q. Do you think the Building Department is reasonably careful in examining buildings? A. Yes, sir; a good Building Department.

Q. You don't think they would pass anything that was not reasonably good? A. No, sir.

Q. Either in the construction or planning? A. No, sir.

Q. Did you examine the mirrors? A. I did.

Q. Did you have any conversation regarding the mirrors? A. No, sir.

Q. Did you hear any conversation there between Mr. Rowland and Mr. Decker regarding the

mirrors? A. I believe I heard Mr. Rowland say they were a beveled mirror.

Q. Did you say that the mirrors were as good as could be expected? A. No, sir; they were only fair mirrors.

Q. Did you hear any one say they were as good as could be expected? A. No, sir.

Q. You examined the doors? A. Yes, sir.

Q. Did you comment on the doors? A. Yes, sir, I did.

Q. What was your comment on the doors? A. I said they was a cheap door for that kind of an apartment.

Q. Did you find some where the veneer was checked a little and did you comment on that and say that the builder could not be held for anything like that? A. No, sir.

Q. And that that was only about the ordinary average shrinkage? A. No, sir.

Q. Did you hear such a comment made? A. No, sir.

Q. What next did you examine in the building? A. Then I went down in the cellar and looked around the cellar. Mr. Decker did call my attention to one extra bathroom there.

Q. What did Mr. Decker say about the bathroom? A. Nothing, only that I note it.

Q. Did he say this was an extra bathroom? A. Yes, sir.

Q. Was that all he said about it? A. Yes, sir, he just spoke of it.

MR. DECKER: I object to any conversation of that kind.

Q. Did Mr. Decker say anything about the cost of the bathroom? A. No, sir.

Q. Did he say anything about it? A. No, sir.

Q. Mr. Decker didn't ask you what it was worth? A. I didn't figure what it was worth.

Q. But you have figured that? A. No, sir; I couldn't tell you how far the soil line was from the bathroom or how far they had to run the water pipe.

Q. You spoke of the extension on the rear of the building, and I believe you have testified that you had estimated the value or the cost of that extension? A. Yes, sir.

Q. Have you your estimate with you? A. Yes, sir. It is only a pencil memorandum which I made myself.

Q. Will you refer to that memorandum? A. Yes, sir.

Q. Tell me what items you have and how much you have allowed for them, if you will, please? A. First I allowed for the excavation, I figured one side and then I doubled it, because there are two.

Q. What is the width of this extension, that is how much does it extend beyond what is shown on the plans? A. Sixteen inches I have.

Q. That is at four points? A. Yes, sir, at four points.

Q. And that runs from the foundation? A. Yes, sir, right up to the roof.

Q. Up to and including the roof? A. Yes, sir.

Q. What items did you take off? A. I took off excavation.

Q. How much excavation did you get? A. I got six yards of excavation.

Q. How much was that worth a yard? A. I am paying seventy cents; I put this at seventy-five cents a yard.

Q. What did you estimate that at? A. Seventy-five cents.

Q. What was the next item you took off? A. The concrete footings.

Q. What is the quantity of the concrete footings? A. Six cubic yards. That I put at twenty-five cents a cubic yard, which would be $1.50 for six cubic feet.

Q. What is the next item you took off? A. Brick.

Q. How many brick? A. I got 3,284 brick.

Q. What did you allow for laying those brick—how did you figure that? A. I gave you twenty dollars a thousand to lay.

Q. What does that include? A. Everything.

Q. That is for laying the brick? A. Yes, sir, everything, brick, mortar and labor. On brick, I believe, that is a good price.

Q. Where does the extra brick come in? A. On each side there is sixteen inches of brick work, that is all. All you have done is push one wall out sixteen inches.

Q. Did you run the entire height of the building? A. Yes, sir.

Q. What was the next item you took off? A. I took the plaster.

Q. How much plaster? A. I get sixteen yards.

Q. What does the plaster cover? A. The side walls and ceiling.

Q. Of the extension? A. Yes, sir, the width of sixteen inches running up.

Q. How much per yard did you allow? A. I gave you fifty cents.

Q. What is the next item you took off? A. I have got eighty lineal feet of wood furring.

Q. How much did you allow? A. I gave you one cent a foot in place.

Q. What is the cost of wood furring? A. The cost of the wood furring was I figured in place one cent.

Q. What is the cost of wood furring? A. About one-half cent a foot.

Q. Is that all you pay for it? A. Yes, sir.

Q. How recently have you bought any? A. I have not bought any wood furring in over a year.

Q. What do you call wood furring? A. 1 inch by 2, or 7/8 by 2.

Q. How many square feet of surface do you suppose a carpenter would erect of furring in a day of eight hours? A. I was figuring one cent on what it would take for the extra wall.

Q. How many square feet of surface could a man cover in a day? A. I didn't make any calculation on that. Those things are so small that we only guess at it.

Q. What is the next item you allowed in connection with the extension? A. Why the wood cornice.

Q. Where? A. Up on the ceiling, the addition to that.

Q. How much did you get of that? A. I got eleven feet of that.

Q. Eleven what kind of feet? A. Lineal feet.

Q. What did you allow for that? A. Ten cents a foot.

Q. What did that cover? A. Everything, the cost of putting it up and everything.

Q. What was the next item? A. Eleven lineal feet of wood base.

Q. What did that cost a foot? A. I put that in at twenty cents a foot laid up in place.

Q. And the next item? A. The wood beams; I have got 104 feet of timber.

Q. How did you get that 104 feet of timber? A. Why I took sixteen inches. It meant one more beam—3 by 10 beam, fourteen feet long. There are four of them; it made one more beam.

Q. How many beams were there? A. I only figured four beams. It doesn't make any more for the timber; it is the same thing.

Q. You added one beam for each extension? A. Yes, sir, each floor; one beam for each floor.

Q. And you added four beams? A. Yes, sir.

Q. Are there not eight beams? A. Yes, there are four on the other side. All of these quantities I have given are to be doubled.

Q. Did you allow any other framing or rough material? A. Only the rough flooring.

Q. Did you allow anything for the ceiling beams on the four floors or the roof beams? A. Just the roof beams.

Q. For rafters? A. Well, no, I didn't allow anything for that.

Q. You didn't allow anything for rafters? A. There may be one ceiling beam there that I allowed for.

Q. You made all of the joists run the opposite directions to the extension, didn't you? A. Yes, sir.

Q. And you have allowed just one joist? A. One beam.

Q. You didn't take into consideration the width of the building? A. Yes, sir, I did.

Q. Did you figure that up? A. Yes, sir.

Q. And did you note as to what length beam it would require? A. A twenty foot beam; I think that would have done it.

Q. Would that have done it according to the plans? A. Well, a twenty foot beam would have been used in either case.

Q. You are sure of that? A. Yes, sir. There is a waste on the beam.

Q. What is the distance between the bearing walls? A. About twenty feet.

Q. In other words, you buy your material at sixteen, eighteen and twenty foot lengths? A. Yes, sir.

Q. And in this case the same length beam would be put in the extension, the same as if it was not made? A. Yes, sir.

Q. And you add one beam for each floor? A. Yes, sir.

Q. Would you consider it good judgment to add in something that was not required, if a twenty foot beam would be bought originally? A. Yes, to get at the cost of this thing I have added it here. I was trying to arrive at the additional cost of the beams. I have one hundred and forty feet more of timber.

Q. (The Master) Could that one hundred and forty feet be eliminated? A. No, sir, I was going to try and give him that. I am going to give one hundred and forty feet of timber.

Q. You give that you say, but you don't think it is required? A. Yes, assuming that it is required.

Q. Well is it required? A. I figure it so it was required. I have not figured the whole tier of beams.

Q. I show you a set of plans on which the apartment house was built, D-16, and ask you to look at these plans and tell me just the length of the joists? A. Eighteen feet would carry it.

Q. What length of beam is required? A. Sixteen you have got there.

Q. According to the plans and specifications? A. Yes, sir.

Q. What length would we have to get? A. You would have to buy eighteen foot beams.

Q. That is two feet extra? A. Yes, sir.

Q. To each beam? A. Yes, sir.

Q. Will you tell me how many beams are required on each side there? A. There are nine beams. 180 feet of beams and I have given 140 feet.

Q. Now go back of these plans again. How many joists did you say was required? A. Nine.

Q. Here we start at this one (indicating on plans). A. It is only fourteen feet.

Q. What is only fourteen feet? A. This addition.

Q. Would this joist here be included (indicating)? A. No, I don't think so. There would be nine beams two feet longer, because one of the beams would rest on the edge here.

Q. Then you give us how much here by your estimate? A. I give you one hundred and forty feet.

Q. But you figure that would be one hundred and eighty feet? A. Yes, sir; a difference of forty feet.

Q. You are in the neighborhood of twenty per cent.? A. No, I am not.

Q. How much did you allow for the beams? A. Forty-five dollars a thousand in place.

Q. What is the material worth? A. Spruce beams are worth thirty-two dollars.

Q. What length? A. 3 by 10 by 20.

Q. What were they worth in 1913? A. I don't know. They were never more than about thirty-five dollars.

Q. In the neighborhood of thirty-five dollars? A. Yes, sir.

Q. What is it worth to place those? A. Ten dollars a thousand.

Q. Where do you get such basis as ten dollars a thousand? A. I am doing that work all the time myself.

Q. What kind of buildings? A. House work—big factory work.

Q. Do you figure the same price per thousand for installing lumber in a factory, as for a house? A. The factory is cheaper; I can get it done for eight dollars in a factory.

Q. You pay eight dollars in a factory and you expect it could be done for ten dollars in a house? A. Yes, sir; I would make money at ten dollars.

Q. You mean on account of its being lighter? A. Yes, sir, light.

Q. Factory work is heavier work? A. Yes, sir.

Q. How is it cheaper? A. The timber is heavier and when you get the beams in place you get so many more feet of timber in place.

Q. Then the light beams would cost a good deal more? A. Yes, sir, two dollars a thousand more.

Q. Did you just state that these light beams you could get them in for ten dollars per thousand? A. Yes, sir. I never pay more than ten dollars. I pay ten dollars to a framer and he will make money out of it.

Q. Now what was the next item you took off? A. I took off rough flooring.

Q. How much for that? A. I get seventy-six feet of it.

Q. And how much did you allow a thousand for that? A. $45 a thousand in place.

Q. How do you divide that? A. I buy that from twenty-eight to thirty dollars, and I figure it costs more to lay flooring, and I have allowed fifteen dollars for the labor, which would make the price forty-five dollars a thousand.

Q. What would that forty-five dollars a thousand include? A. Why the labor and the nails and the flooring.

Q. What next did you take off? A. This oak flooring—seventy feet of oak flooring.

Q. How much? A. Ninety dollars I have got that in at.

Q. What does the ninety dollars cover? A. The flooring and the nails and finishing and scraping and everything.

Q. How many feet have you got? A. Seventy-six feet.

Q. That is floor area? A. Yes, sir, floor area.

Q. Did you make any allowance there for waste? A. Yes, sir.

Q. What did you allow? A. I think I added one-fourth to it.

Q. And how much did you say you allowed for the furnishing and laying of it? A. Ninety dollars.

Q. How much is it worth to lay and scrape and furnish the nails, and so forth? A. Twenty dollars a thousand.

Q. Board feet? A. Yes, sir.

Q. Can you get it done for that? A. Yes, sir.

Q. That is two cents a foot, is it not? A. Yes, sir.

Q. Don't you know that four cents a foot was the average price for laying oak floor? A. Yes, sir, for a good floor—the best floor four cents, yes—where it is scraped and finished and put in good shape.

Q. Yet you only have two cents here? A. This was not worth any more than two cents. I figured that because of what was there. I figured this quality that I saw there now. If it was a better floor I would figure it four cents and may be five cents.

Q. Five cents for what, for the labor? A. Yes, labor on the floors.

Q. What would you have to do to make five cents? A. A man could spend a lot of time finishing a floor.

Q. Necessary time or unnecessary time? A. No, necessary time.

Q. What is the next item you allow on that? A. I have got nineteen feet of roof boards.

Q. What did you allow for that? A. Forty-two dollars a thousand.

Q. Was that in place? A. Yes, sir; in place.

Q. What next did you allow? A. Fifteen feet of slag roof.

Q. Fifteen feet? A. Yes, sir; fifteen square feet.

Q. How much did you allow for that? A. Five cents—that will buy a five-ply slag roof. That is the best slag roof we use.

Q. What next did you allow? A. Why, I got two feet 8 of roof coping.

Q. What kind of roof coping? A. Blue stone roof coping.

Q. What is that worth? A. Thirty cents a foot.

Q. What kind of feet? A. Lineal feet.

Q. Is that for the material? A. In place. These prices embrace in place.

Q. Have you bought roof coping for thirty cents? A. I could; yes, sir.

Q. In place? A. Yes, sir.

Q. I figured it twelve-inch coping. How thick? A. About four inches thick or about 3 1-2.

Q. What next did you allow? A. 2 by 8 length flashing.

Q. What kind of flashing? A. It is tin flashing.

Q. How wide? A. About twenty inches all together.

Q. What did you allow for that? A. Thirty cents a foot, tin flashing.

Q. What next did you allow for? A. I put down the painting and papering.

Q. Painting what? A. Painting the little wood base and the little wood cornice.

Q. Is all the painting allowed for? A. Yes, sir.

Q. You didn't allow anything for the floor? A. How do you mean the floor?

Q. The wood floor. A. My price of ninety dollars included the wood floor complete.

Q. Didn't you say a minute ago that included the material and the laying? A. In place I said; I figured it in place and finished.

Q. Is that all you allowed? A. Yes, sir.

Q. Did you allow anything for deadening felt between the floors? A. No, sir; I couldn't tell it was there.

Q. Did you allow anything in connection with any other painting. A. No, sir. It didn't cost anything; it didn't cost much to paint that additional sixteen inches. That is not like a painter went specially to paint that.

Q. Did you observe that this change changed the partition work somewhat in connection with the rooms? A. No, sir; it does not.

Q. You are sure of that, are you? A. Yes, sir.

Q. You don't know that the partitions are run a little different—an extension put on them? A. No, sir.

Q. Because of this? A. No, sir.

Q. So you didn't make any allowance for that? A. No, sir. Show me that, will you? (Witness shown plans.) No, it has not changed that any. It would not change the lineal feet of the partitions any.

Q. I show you plans, Exhibit D-16, and I call your attention to the extension of the partitions on typical floor. If we extend this partition here

(indicating), would it not necessitate an additional expense for carrying the studding, and so forth, upon this partition? A. No, sir; we would not consider it at all in the building line.

Q. If you put an extra studding down here which caused additional plaster on two sides of the partition and additional base on two sides of the partition and additional wood cornice, would not that entail an additional expense? A. No, a thing like that we would not consider in the building line at all.

Q. In the concrete that you figured which you testified in regard to in the first part of the testimony, what did that concrete cover—the concrete that you estimated? A. All the concrete.

Q. What is all the concrete? A. There is a little floor concrete and a little concrete under the wall.

Q. What is the total amount of it? A. Each side is $108.51, and doubled makes $217.02. That is only the extension.

Q. Is this a correct estimate of what would be required to do this work? A. Yes, you have my testimony for that.

Q. And you compute that on certain items that you have allowed for, but deadening felt you have not allowed anything? A. That would not make a dollar difference.

Q. And you have estimated rough timber? A. Yes, forty feet.

Q. Forty feet a side? A. Yes, sir.

Q. You said you did not allow anything for roofing beams? A. No, ceiling beams or for roofing beams.

Q. Did you state what this was with profit? A. Yes, that is with ten per cent.

Q. What profit would you consider on this—a fair profit for the work of this kind?

MR. DECKER: That is objected to as immaterial and irrelevant.

A. These prices are all figured with a profit.

Q. Did you make an estimate of any other items of the building? A. No.

Q. Other than this extra? A. No, sir.

Q. I believe you said you looked at the dressers in the kitchen? A. Yes, sir.

Q. You didn't estimate the cost of those? A. Yes, sir.

Q. How did you estimate that? A. I got the size of them and I figured those so much a square foot.

Q. Did you consider that an estimate? A. Yes, sir.

Q. Didn't you just state that you didn't estimate that, that you just approximated it? A. Yes, I figured that.

Q. You say you took the size of them? A. Yes, sir.

Q. Have you got that? A. No; this is the only estimate I have made on paper.

Q. How did you take the size of them? A. I measured them and then I arrived at the cost of them. I know how much dressers are worth to put them in place.

Q. Did you put that estimate on paper? A. No, sir.

Q. You just estimated that in your head? A. Yes, sir.

Q. By memory? A. Yes, sir.

Q. Do you remember the measurement of them?

MR. DECKER: I object to that.

A. Yes, I made twenty-eight square feet in them.

Q. How did you get that twenty-eight square feet? A. By the length and height.

Q. What is the height of them? A. I think it was four feet—I took four by seven-twenty-eight feet. I figured up fifty cents a square foot. For a kitchen dresser that is a good price—for a dresser of that kind. I figured that from memory.

Q. What was memory? A. I measured them but I didn't put the figures on paper.

Q. And is that your way of estimating dresser work? A. It can be estimated that way.

Q. Is it your way? A. Yes, it is a quick way of estimating the cost and we come pretty near to the cost of the dresser.

Q. Well, do you ever estimate it any other way than the way you estimated this? A. If I have a list of the dressers I send to the mill for an estimate.

Q. Why do you send to the mill? A. Because they might beat my estimate.

Q. You think they would make a closer estimate than you would? A. Yes, sir; they would figure to an inch the material in it.

Q. What is the cost of a mill to furnish such dressers? A. I don't know.

MR. DECKER: I object to that.

Q. What is your estimate of the cost of these dressers delivered to the building? A. The mill cost?

Q. Yes. A. About ten dollars.

Q. Ten dollars a piece? A. Yes, sir.

Q. How long do you think it would take a carpenter to erect them? A. He ought to put one of those up in half a day.

Q. What is a carpenter's wages in Jersey City? A. $4.50.

Q. And it would take him four hours to erect one? A. Yes, sir; that would be $2.25.

Q. Would that be the cost of erection? A. That would be putting it in place.

Q. Would that include the door? A. Yes, everything.

Q. What was the hardware on the dressers worth? A. I didn't figure the hardware.

Q. What do you think it is worth? A. I think the hardware on those dressers I would value at seventy-five cents.

Q. Seventy-five cents each dresser? A. Yes, sir.

Q. What is the glass on those dressers worth? A. I don't know the size of them.

Q. Well, your estimate from memory? A. If I had a stock list of glass I could tell you. I don't know the size of them.

Q. What do you think they are worth? A. The millmen furnish them all complete and I believe the price from the mill was ten dollars.

Q. How much is it worth to paint those dressers? A. Why, very little; I threw the painting in with the painting of the room. That was contained in the painting contract.

Q. But how much was it worth to paint those dressers? A. About fifty cents.

Q. How long do you think it would take a painter to paint those dressers? A. Why he ought to give them a coat of paint in something around an hour.

Q. That is one hour to give them a coat? A. Yes, sir.

Q. How much do painters get in Jersey City? A. They get four dollars a day.

Q. That is fifty cents an hour? A. Yes, sir. It would not take him an hour to give them a coat of paint. He would paint it all in an hour.

Q. But you said a minute ago that it would

require an hour for a painter to paint one of these dressers? A. I said an hour and you said one coat. It would not take him an hour to give one coat of paint.

Q. How much would the paint cost for each dresser? A. Not much.

Q. The materials? A. Not much; it would not cost twenty-five cents.

Q. For how many coats—one coat or six? A. The whole paint for the whole thing would not cost forty cents for the three coats, if they got three coats.

Q. That is forty cents for the paint material for each dresser? A. I am only guessing at that; ten cents will buy a lot of paint.

Q. Mr. Robertson, you spoke about sizing the wood beams; what buildings have you sized wood beams in in recent years? A. Why, in all buildings that I have been where the beams rest there on the partition; they are always sized. In fact, I am sizing them at a big factory building, where the beams rest on a brick wall. That is a matter of custom.

Q. On what buildings? A. I am doing it at?

Q. On what buildings have you in the last two or three years—what buildings have you sized the beams? A. All the buildings that I have been on.

Q. What are those buildings? A. Why, there is a building here in Fairview Avenue, near Bergen Avenue—a residence.

Q. That is a residence? A. Yes, sir.

Q. What apartment house? A. We have sized them on the Summit Apartment house.

Q. Were they specified to be sized? A. I don't think so; it is the easiest way for a carpenter to do it, if he has his beams straight on top.

Q. How does he size them? A. Why, we cut a templet twelve inches and we put a piece of board under the templet and we mark it off at twelve inches and we chisel it off to twelve inches.

Q. Chisel off underneath? A. Yes, sir.

Q. This sizing is on the end of the beams then? A. Yes, sir; just where they rest on the wall.

JOHN ROWLAND, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Rowland, you are an architect in Jersey City? A. Yes, sir.

Q. For how long? A. Twenty-two years.

Q. What building have you supervised—what apartment houses? A. None recently, but one on Mercer Street about two years ago and one on Montgomery Street three or four years ago—some five or six on Montgomery Street at the same time, and some five or six others on York Street the year before that.

MR. LEWIS: We will admit Mr. Rowland's qualifications.

Q. Do you know Mr. Robertson? A. Yes, sir; very well.

Q. What are his qualifications as a builder in Jersey City? A. I consider Mr. Robertson one of the best builders in the city.

Q. You went over the Beaumont Apartment house with Mr. Robertson and myself yesterday morning? A. I did.

Q. Did you examine the plans of that building? A. Yes, sir.

Q. And the specifications? A. Yes, sir.

Q. Did you notice the floors of that building? A. I did.

Q. What kind of oak floors were they? A. They were everything—red oak, a little quartered oak and oak rubbish.

Q. How were they laid? A. The poorest floors I have ever seen in a building.

Q. What were the lengths of the boards? A. It was stuck flooring—it was short stuff; it was not budded and it was not laid with close joints and it was not traversed and it was poorly joined, and it was generally an inferior floor.

Q. Had the ends of it begun to come up—warp? A. Yes, sir.

Q. Had the floor been scraped after it was laid? A. It had been planed but it had not been scraped or sanded; but it had evidently been planed, but very poorly. It was uneven, and the floor was not level in almost every room.

Q. What do you mean by its being out of level? A. The floor was not true. The base ran up and down on the floor.

Q. Did you notice the trim around the top of the room? A. Yes, sir.

Q. What was the condition of that? A. Well, it was rather badly botched, and the pieces were in different lengths. It was mitered and the pieces were coming apart, and the plaster coming down to the cornice was different in some places than another.

Q. What was the condition of the door frames? A. The door frames were all right, but the trim around the doors was open—the miters were open.

Q. You mean the joints where two boards met? A. They were open.

Q. What was that caused by? A. I think in

the first place it never should have been mitered. They didn't make them even; the frames might have been damp or else they were never properly put together.

Q. Did you observe the doors themselves? A. Yes, sir.

Q. What was the condition of the doors? A. The panels were checked and the rail checked.

Q. Veneer doors were they not? A. Yes, sir.

Q. And beginning to peal off? A. I don't think they were pealing off but it had opened up and that made a rough surface.

Q. Did you notice the gas ranges in the kitchens? A. Yes, sir.

Q. How were they set? A. They were not connected with the flues. They were simply set in place and connected with the gas.

Q. Did you see the stairway from the cellar? A. Yes, sir.

Q. What was the condition of that? A. The string soffets of the stairs were not visible. The banister had cracked. I think the condition is bad because of the boiler, but that is not the fault of the builder but the fault of the plans. I consider it a very hazardous place to put a boiler. It means that the whole building goes if anything happens down there.

Q. That condition would be particularly dangerous if the side walls were not brick, would it not? A. Well, it is very dangerous on account of the stairs acting as a flue to draw the fire up.

Q. If the side walls at the side of the stairs were brick the tendency would be to confine the fire to one place, if there was a fire? A. Yes. If the side walls were of brick the boiler would not be there—it would be set outside.

Q. What else did you notice about the build-

ing? A. I saw those dressers in the kitchen. They were not built by a mill man. The doors may have been built by a mill man. The dressers were stuck up by a very poor carpenter. The bottom board of the dresser is curling and they were very roughly put in place; and they were placed too high—so high you can't reach the bottom shelf, and they could have been placed lower.

Q. Did you notice the hardware in the building? A. No, sir; not particularly. The hardware looked very good in the front entrance and upstairs. I noticed the paper was coming off in a great many places, and particularly in the main entrance way, where there was strip after strip loosening up.

Q. Did you notice the side walls on the north side of the building? A. Yes, I did.

Q. What was the condition? A. The walls were practically ruined through dampness coming through.

Q. And the reason of that? A. The reason was the walls was not properly slushed when built.

Q. By slushing you mean placing cement inside between the outside layers of brick? A. I mean that every outside brick should be covered with mortar on five sides of it and every inside brick should be covered with mortar on five sides. In other words what is known as a compost wall.

Q. If that is done then there is a small chance of rain water coming through? A. Nothing but mortar could come through then.

Q. In this case the water came not only through the wall—the brick wall but through the plaster? A. Yes, sir; it came right through the face of the plaster.

Q. So that you could see it on the wall paper? A. Yes, sir.

Q. What does that indicate? A. Inferior work.

Q. Did you see the green tile roofing on the front of the house? A. I tried to but I couldn't. There is no place on the Boulevard where I could see it, unless I went up in a building.

Q. Is it not built with a slant enough? A. No, sir.

Q. What is the purpose of having a green tile roof? A. Ornamentation and to provide a roof against rain.

Q. And when you can't see it it then defeats its own purpose? A. Yes, sir; so far as decoration is concerned.

Q. And the extra money paid for it is just wasted? A. Yes, sir; thrown away.

Q. What else did you see about the building? A. I have covered where the joints were opening and the doors that were checking and the side wall and the plaster and walls damaged through leaks. The most noticeable thing of all was the very bad floor, and the insufficient painting and varnishing.

Q. Inside of the building? A. Yes, the doors and frames and everything else.

Q. Did you notice the stairs in the front hall? A. Yes, sir; I looked at that.

Q. What was their appearance? A. That would be among the things to me that seemed rather inferior for work of that kind. I don't recall just what was specified by the plans.

Q. Did you see the clothes poles in the back yard? A. Yes, sir.

Q. What are they worth to put in place? A. I put in four of them the other day for five dollars.

Q. Did that include the cost of the poles? A. Yes, sir; that included everything. They were

not set in concrete however. You would pay seventy-five cents to one dollar to put them in concrete.

MR. LEWIS: I will ask that Mr. Beaumont be allowed to conduct the cross examination.

CROSS EXAMINATION BY MR. BEAUMONT:

Q. Mr. Rowland, you speak of the finished floor being out of level? A. Yes, sir.

Q. How much out of level did you find the floors? A. One-eighth to one-fourth and about three-eighths in part.

Q. And in what particular place did you find that? A. The rear room on the third floor is about a quarter of an inch out of level. I am referring to the partition between the two rear rooms.

Q. On the rear of the building? A. Yes, sir.

Q. That is you judge from the appearance of the partition at the floor that it is that much out? A. No, I ran my eye along the base to see if it was level and then I took a rule and measured from the lower part of the base.

Q. You mean in one end of this room there was a space between the floor and the base? A. No, the base was scribed down to the floor, showing that the floor was out of level before the base was laid.

Q. Which side, the Highland Avenue side or the Glenwood Avenue side? A. The northerly side.

Q. Did you measure the base from the floor on the two ends of that particular partition? A. No.

Q. You don't know whether it is the same distance? A. Yes, you can see that with your eye.

Q. But you didn't measure it? A. No, I didn't have to; you can see that without measuring it.

Q. The edge of the base is level? A. Yes, at the top.

Q. What is the length of this particular base you refer to? A. I would say running three or four feet.

Q. I mean the length of the room? A. The room was perhaps twelve feet long. It was the rear room where I measured it.

Q. This was the side between the larger and smaller room? A. Yes, sir.

Q. And you sighted along this base from the corner, did you? A. From the other end.

Q. Are you able to sight a stretch lengthwise like that and feel absolutely sure that you know whether a thing is a quarter of an inch out of level or not? A. Not exactly a quarter, but I can tell whether it is out of level or not.

Q. You don't think you could possibly be fooled with any light reflection? A. Not after I had gone through several rooms and found them all the way.

Q. You would not think the base of every room of that character has the same light? A. It might not; I was in rooms facing any point of the compass.

Q. You didn't check up your judgment by putting a level on these floors? A. No, sir.

Q. And in your opinion a sight like yours would take the place of a level? A. No, sir; my opinion based on the sighting and also by simply walking across the floor.

Q. What particular effect would that have—there being something in the neighborhood of a quarter of an inch in a room that size? A. It might throw a buffet out of level and they might

have to block the furniture to make it level. You see that in cheap houses.

Q. You spoke about the floors being traversed? A. I said it was not traversed.

Q. What do you mean by that? A. I mean planed in two directions more than one direction.

Q. How do you know? A. Because the plane marks were all in one direction.

Q. If you traverse it by planing in both directions would the first plane mark show after you had planed it the second direction? A. Not if the second time it had been carefully planed.

Q. Would you know whether in this case we had planed in one direction and afterwards planed another direction and planed the first plane marks out? A. Yes, I would know under this assumption—it was poor or inferior surface planing. They never waste any time on the first planing.

Q. Then you just think they didn't? A. I know they didn't; the plane marks are too deep to ever have been traversed the other way.

Q. Is that all you saw—plane marks? A. As far as the floors were concerned I saw plane marks.

Q. Did you find that they were scraped? A. I don't recall seeing any place where they were scraped or any room where they were scraped.

Q. Then you think that the floors had not been scraped? A. I would say if they had been scraped they had not been scraped in a good workmanlike shape.

Q. Do you think it was scraped at all? A. I think it was—poorly planed. They may have used a scraper, but if a scraper was used it was not used by a floor man.

Q. Who do you think it was used by—a brick layer? A. I would say it was a very inferior

carpenter—a poor mechanic, working on poor material.

Q. Did you ever lay any floor yourself? A. No, sir; but I have superintended thousands upon thousands of feet of flooring.

Q. Your judgment is based upon your experience of looking at them after they are laid? A. I base my experience on the question of deciding whether the owner will pay for them after they are laid.

Q. You mean you base your opinion upon whether the owner should pay for them or not? A. Yes, sir; and whether the contractor should be obliged to take up the floor and put it down again.

Q. Did you observe the mirrors in this building? A. Yes, sir.

Q. Did you find any fault with them? A. No, sir.

Q. They were reasonably good quality? A. Yes, I think so.

Q. In the mill work in general of the building is that reasonably well done or poorly done? A. It is poorly done.

Q. Does Woodhouse & Company ever do any work for you? A. Yes, they do.

Q. Are they good mill people? A. They have their faults, but they are pretty good.

Q. Do you think they would be inclined to give a poor job?

Objected to.

A. I consider Woodhouse & Company a good company, but I have condemned lots of their material.

Q. Good enough to do your work? A. Good enough if they do it as required by the plans and specifications.

Q. Did you read the specifications of this job? A. Generally.

Q. Did you read them enough to know what was required by the millmen? A. I would have to refresh my memory on it; it was some two weeks ago that I read it.

Q. You stated, I believe, that the dressers in the kitchen which have been referred to here were not built by a millman? A. I say that I think the doors were, but I don't know about the rest. I don't know that the rest was.

Q. You mean just the doors themselves, and the other part was put together by a carpenter? A. Yes, it looks very much like it. The face of the brackets is not even sandpapered.

Q. Do you know Gahagen & Sons the Hoboken mill people? A. I do not.

Q. Did they ever do any work for you? A. They may have done it without my knowing it. I have never heard of them. They may have done work for me through sub-contractors. They may have four or five years ago, but I would not swear to it. I believe they are non union, but I would not attempt to testify to that; it is only a matter of memory.

Q. You speak of the oak floor being a stuck oak floor? A. Yes, it either came in short lengths or the carpenter stuck it to get through—I mean he cut it wrong. Take a room six feet wide, a careless carpenter might have a ten-foot board and he would cut it to go in that six feet and leave four feet over and that sticks the four feet.

Q. When you speak of the tile roof in front on the apartment house you say that you tried at all angles that you could to see it within a radius of five blocks? A. Well, as far as the building

could be seen going down the Boulevard or up the Boulevard, and I went down each one of the side streets but I realized that I was going down hill.

Q. Did you look from the opposite side of the Boulevard? A. Yes, sir.

Q. And you couldn't see it? A. No, sir.

Q. You couldn't see any part of it? A. No, sir; you could see a little ridge along the top.

Q. But you couldn't see whether it was tile or brick? A. No, sir.

RE-DIRECT EXAMINATION BY MR. DECKER:

Q. In the event of your being called upon to pass upon a building for the owner in accordance with the general building contract, would you pass this building? A. I would not.

Q. You would require a large part of the work to be done over again? A. Yes, sir; very much of it.

WILLIAM ROBERTSON, recalled for further examination, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Robertson, in a ten per cent. contract such as you have had when it was necessary for you to buy tools, mortar tubs, ladders and other things, were they charged to the owner? A. No, sir.

Q. Is a building contractor supposed to furnish the tools of his trade? A. Yes, sir. Of course, if they are used up then that is a proper charge, but if they are good on the completion of the work we don't make any charge for them.

Q. What about the small tools? A. The men furnish them.

Q. The carpenters furnish their tools? A. Yes, sir.

Q. And the bricklayers? A. Yes, sir; everybody.

Q. What tools are necessary to be furnished by a contractor when he is building a house? A. None that I see.

Q. Could you use up mortar tubs in the course of four or five months if properly used on the work? A. No, sir.

Q. Could you use up ladders in that time? A. No, sir.

CROSS EXAMINATION BY MR. BEAUMONT:

Q. You say that bricklayers and carpenters furnish their own tools? A. Yes, sir.

Q. What do those tools consist of? A. Why a kit of tools,—that is every tool he is going to use during the day.

Q. That is you speak of hammers and chisels? A. Mechanics always have those.

Q. Which they carry in their kit? A. Yes, sir.

Q. Suppose you had a job where you needed bars and sledge hammers would you furnish those to your men? A. Of course, but we keep those all the time.

Q. You buy those and pay for them? A. Yes, sir, they belong to us.

Q. What different classes of men do you work—do you work carpenters? A. Yes, sir.

Q. And those you pay for by the day? A. Yes, sir.

Q. If you hire carpenters and send them around to do work what do you charge per hour? A. Why we charge $5.60 a day.

Q. For carpenters? A. Yes, sir.

Q. How much is that an hour? A. Seventy cents an hour.

Q. And how much do you actually pay them? A. We pay them sixty cents.

Q. That is you get ten cents an hour? A. Yes, sir; that is for the best house carpenters. That is what we call a shop man.

Q. Don't you pay all your carpenters the same wages? A. No, sir.

Q. Doesn't your Union require you to do that? A. Yes, we employ Union men.

Q. Doesn't the Union require you to pay them all the same wages? A. No, sir; of course the carpenters are paid the same wages, but we pay framers less.

Q. All of them are Union men? A. Yes, sir.

Q. And you say you pay sixty cents? A. Yes, sir.

Q. What do you pay bricklayers? A. Fifty six cents an hour, $5.20 a day.

Q. What do you charge? A. Six dollars a day; we make eighty cents a day on bricklayers.

Q. That is ten cents an hour? A. Yes, sir.

BY THE MASTER:

Q. When you have a ten per cent job do you charge as a part of the cost of the building the wages of the carpenters at their actual price or cost? A. Yes, the actual price they cost me. We put the wages in that we pay them.

Q. And not the extra amount? A. No, sir.

Q. You pay a carpenter how much? A. $4.80, and we pay some carpenters $4.00.

Q. When you have a ten per cent. job do you charge the person you are building for at the rate you pay them? A. Yes, the cost plus the percentage.

CROSS CONTINUED:

Q. Cost plus ten per cent. is ten per cent. of whatever it costs you? A. Yes, sir, we keep a record of the cost of the masons and the carpenters on the building—what we pay them and charge ten per cent. of that.

Q. You are an individual? A. No, a corporation.

Q. But whatever profit you get comes to you? A. Yes, sir.

RECESS.

ELEANOR P. SHAW, recalled for further examination, testified as follows:

CROSS CONTINUED BY MR. LEWIS:

Q. Mrs. Shaw, do you remember before whom you executed the contract under which the building was constructed? A. In the office of Hartshorne, Insley & Leake.

Q. Do you recollect Mr. Hartshorne taking your acknowledgement to your signature? A. Yes, I do.

Q. He was acting at that time as your counsel? A. Yes, sir.

Q. And the firm of Hartshorne, Insley & Leake have since been acting as your counsel? A. Yes, and before that.

Q. In all of the transactions in connection with this matter? A. Yes, sir, and before that.

Q. You knew the contents of the contract when you signed it? A. At the time, yes.

Q. And you were satisfied with the contents of the contract at the time you signed it? A. I must have been?

Q. Now under and pursuant to the terms of that contract how many mortgages did you make upon the property that was conveyed to you by the Craigs? A. One mortgage at the time I bought it.

Q. You made one mortgage when you bought it as a part of the consideration? A. Yes, sir.

Q. How many mortgages did you make after that? A. I don't know as I made any mortgages. Do you mean on the land or on the finished apartment.

Q. Well, on any part of it,—do you remember how many mortgages you made after you had bought the land and given back a consideration mortgage? A. I didn't make any mortgages on the land, outside of the original mortgage to Doctor Craig.

Q. Was there not a mortgage procured from the Title Guarantee & Trust Company of Jersey City and from the Provident Institution of Savings of Jersey City and one from the Trust Company of New Jersey? A. Well there was mortgages but how many mortgages I don't know. I signed all the mortgages that Mr. Beaumont brought to me for loans from these different institutions you speak of.

Q. Did you not execute a mortgage for thirty thousand dollars upon the land covered by the building that was erected under the contract? A. Mr. Beaumont secured it for me and I signed it. I never made application for a loan to any place.

Q. Did you sign and execute such a mortgage? A. Yes, I did, but I never applied for any mortgage.

Q. You authorized him to do it for you? A. Yes, sir.

Q. Now did you sign and execute any other mortgages under your contract? A. Well I remember a previous mortgage.

Q. What was that? A. One for fifteen thousand dollars to the Title Guarantee & Trust Company of New Jersey and the other to the Provident Institution for Savings for twenty thousand dollars.

Q. You understand those two have been paid off—the last two you speak of? A. As far as I know they have been paid.

Q. And the part consideration mortgage has been reduced to six thousand dollars? A. Yes, sir, on the land to Doctor Craig.

Q. Did you execute a deed to Robert M. Hughes? A. It was all prepared and I went to the Title Guarantee & Trust Company's office and signed it —signed the paper.

Q. You signed the deed and acknowledged it? A. Yes, sir.

Q. Before whom did you acknowledge it? A. I believe Mr. Insley.

Q. And he made known to you the contents? A. Yes.

Q. Before you signed it? A. Naturally.

Q. Where did you execute the mortgage that was made to the Savings Bank? A. In the office of my counsel, Hartshorne, Insley & Leake.

Q. And did you acknowledge it before Mr. Hartshorne? A. Yes, sir;—Mr. Hartshorne or Mr. Insley, I am not positive.

Q. Were the contents made known to you? A. Yes, sir.

Q. Were these mortgages executed and given and the deeds executed and given in accordance with the terms and provisions of the contract, so far as you understood it? A. The final mortgage was much larger than I ever expected it to be.

Q. Which do you mean? A. The one on the house now to the New Jersey Trust Company for thirty thousand dollars. I never expected to carry

a mortgage above twenty five thousand dollars on the property.

Q. I read to you a provision in your contract, Exhibit D-18,—"The said party of the first part hereby authorizes and empowers the said party of the second part to mortgage for the purpose of this agreement lots 1 and 2 on said diagram and any and all improvements thereon erected or to be erected in a sum not to exceed thirty thousand dollars, to be secured by a bond and mortgage covering said two lots 1 and 2, and which bond and mortgage shall bear interest not to exceed the legal rate, and to be executed by the party of the first part as herein provided." Do you remember that provision? A. No, I have not seen the contract since it was signed, but it was my impression or I didn't expect to carry more than twenty five thousand dollars, but the fact that it is in there makes it so. I have not had the contract or anything to jog my memory with.

Q. You made an affidavit, did you not, which was annexed to the bill of complaint in this cause? A. Made an affidavit to what?

Q. Did you not cause your solicitor and counsel to prepare and file the bill of complaint which is on file in this matter? A. I did.

Q. Do you remember having sworn to an affidavit annexed to that bill of complaint? A. Yes.

Q. To refresh your memory as to a former question I read from a copy of that affidavit annexed to that bill of complaint, a copy of which has been served on the defendant by your solicitors. I read the following,—"Eleanor P. Shaw being duly sworn according to law upon her oath, deposes and says, I am the complainant named in the foregoing bill of complaint; I have read the same over and the matters and facts set up there-

in are true; and more especially is it true that on and prior to, February 26th, 1913, I was the owner in my own right of the tract of land described in the paragraph No. 1 of the bill of complaint." Are you aware that that bill of complaint that you say you have read over sets forth the contract, a copy of which is annexed to it? A. Yes, I guess I understood it that way.

Q. Then you must know the contents of your contract? A. I didn't say that I didn't know the contents of the contract. I said it was a long time since I have seen the contract,—not since the day I signed it. I have not been reading and re-reading all of these papers.

Q. Did you negotiate the loans for which either of these mortgages were given? A. Do you mean did I make the application for these loans?

Q. Yes, did you negotiate them? A. Mr. Beaumont negotiated them, or the Beaumont Company.

Q. Was that in accordance with your requirement? A. According to the contract.

Q. You required him to finance this enterprise, did you not, for the putting up of this building? A. That was what he agreed to do.

Q. And that was because you didn't have the funds yourself with which to do it? A. He knew exactly what I had.

Q. And you authorized him to make sale of any portion of the property, excepting the apartment house property? A. Upon Mr. Beaumont's request; Mr. Beaumont requested to act as my agent in the sale of the land and the rent of the property and everything appertaining to the property.

Q. Didn't you understand that your contract provided for that very thing? A. For the selling of my land?

Q. Yes. A. Then why should he write the let-

New Jersey State Library

ter of authorization giving him the agency to act for me, if it was taken care of in the contract? Why did he have to have these letters of authorization he brought to me to give him any further power?

Q. That was why you acquiesced, was it? A. Certainly.

Q. Then you authorized him in the contract to sell? A. Whatever is in the contract.

Q. Then when he negotiated the sale and reported it to you you approved of it, didn't you? A. What sale?

Q. Any sale of the property; the two lots that were sold? A. I certainly did.

Q. You approved of it and executed your deeds accordingly? A. Yes, sir.

Q. Now in the sale of this property expenses were involved, were they not? A. I believe so.

Q. And had to be paid out of the proceeds of sale, did they not? A. Yes.

Q. In the negotiations for the mortgage loans there were expenses, were there not? A. So the bill says.

Q. Searches? A. Yes.

Q. And also other expenses? A. I believe so.

Q. Do you remember what the bill was in the case of the mortgage loan made by the Savings Bank? A. The statement shows that.

Q. That is the Beaumont Company's statement shows it? A. Yes, sir; that is all I ever had.

Q. Well who paid those expenses? A. Mr. Beaumont, or the Beaumont Company I suppose I should say.

Q. Did you make any objection to the payment of them? A. No; I didn't know what the expenses were going to be until this statement was presented to me a year later.

Q. Do you remember this provision in the contract; I read from the first part of the third paragraph in the contract, to wit: "The said party of the first part hereby authorizes and empowers the said party of the second part for the purpose of this agreement, to mortgage, sell or otherwise dispose of the whole or any portion of lots 3, 4, 5, 6 and 7, upon such terms and conditions as to it may seem just and proper." Do you remember that? A. Yes.

Q. You were satisfied with that when you executed the contract? A. At that time, yes.

Q. Have you ever raised any objection to that since? A. Yes, serious.

Q. When did you do that? A. In my complaint I raise objection to everything.

Q. Against the sale of this property? A. Yes.

Q. In your complaint? A. Well that covers everything.

Q. Will you with the aid of your counsel point out to me where you raise objection in your complaint to the sale of either of these properties? A. Why yes. I could have gotten a better price for the land he sold to Mr. Hughes if Mr. Beaumont has thought so at the time.

Q. But you gave the deed? A. I gave the deed as I thought it was the best we could do at the time, as Mr. Beaumont needed the money.

Q. Something was said in your direct examination about the price paid by Mr. Hughes for the property you conveyed to him; did Mr. Hughes offer you five thousand dollars for the lot on Highland Avenue? A. Mr. Hughes asked me what I wanted for the lot and I told him six thousand dollars.

Q. Did he offer you five thousand dollars for the lot? A. He didn't offer me five thousand dollars for the lot, but Doctor Craig told me the day

I bought the lot that Mr. Hughes was ready to give me five thousand dollars for the lot, because he offered it to him, and he turned that offer over to me when he deeded the property to me. Doctor Craig is right in the building here and he will testify.

Q. Why then if you understood the property was held at five thousand dollars by Mr. Craig in his judgment of its value and that Mr. Hughes wanted to buy the property, why did you consent to sell it to him for thirty five hundred dollars? A. Because Mr. Beaumont would not consent to selling it at that time. He said we might need it. That was why I didn't sell it at that time. He thought we might build further.

Q. Well when you did convey it to Mr. Hughes did you ask him to pay you five thousand dollars for it? A. I had nothing to say about it when it was sold to Mr. Hughes. I never saw Mr. Hughes again.

Q. You certainly signed the deed? A. I signed the deed but Mr. Beaumont made the deal with Mr. Hughes for $3,500. He came to me and said that was the best he could get from Mr. Hughes.

Q. Do you doubt it? A. Well it was all he got.

Q. Do you doubt that was the best he could get from Mr. Hughes? A. I could have gotten more.

Q. Then why didn't you? A. Because I listened to Mr. Beaumont as I did in everything else.

Q. I would have said "Mr. Hughes, I understand the property to be more valuable and I want more money for it"; why didn't you say that? A. Mr. Beaumont I supposed was looking after it and was acting for my best interest and I left it

all to Mr. Beaumont to look after the sale of the lots. He had authority to sell the land and he said that was his best offer.

Q. And you had the authority to convey it? A. Yes, but Mr. Beaumont had seen Mr. Hughes and he said he got the best price he could. Mr. Hughes got independent then and he didn't care a great deal about the lot, and he got very independent.

Q. Why didn't you show your independence? A. Because I didn't know anything about it. Mr. Beaumont said that was the best price he could get from Mr. Hughes and they had to have the money.

Q. How long before you signed the contract with the G. B. Beaumont Company did that conversation with Doctor Craig take place? A. The conversation with Doctor Craig took place the day they transferred the Craig property to me. That was in September and I signed the contract the following February. After that Mr. Beaumont acted for me all the way through.

Q. Then when Doctor Craig and his wife sold the property to you they were recommending to you what you could get for it—how much you could make out of your purchase? A. They only spoke to me about the one lot, because they had a standing offer of five thousand dollars for that lot.

Q. Then why did you sell it for less? A. Because we often do very foolish things, and I have done many foolish things since I bought the Craig property.

Q. Would not five thousand dollars have benefited the Beaumont Company more than thirty five hundred dollars for that lot? A. I am sure I would have benefited more.

Q. Then it would have been to the interest of

both of you to get the highest price for the lot that you possibly could? A. It certainly would.

Q. Did he not tell you that that was the utmost he could get for it? A. At that time. As I said Mr. Beaumont went to Mr. Hughes and Mr. Hughes got very independent and named his own price and we had to accept it because the Beaumont Company needed the money.

Q. Well Mr. Beaumont has needed money on account of this building ever since, has he not? A. He certainly has.

Q. Well you still have land that is unsold aside from the apartment house? A. Yes, fortunately I have.

Q. Well it is under the contract too, is it not? A. I believe so.

Q. Well now why couldn't you have held the Hughes lot just as well as you held this other land? A. Because Mr. Beaumont found it necessary to have money and that was to be a means of getting money.

Q. Was it not because of the failure to get mortgage loans sufficient for the purpose and the failure to sell land that the completion of the building was delayed for one month beyond the time when it should have been completed? A. Not that I know of; Mr. Beaumont didn't give me those reasons.

Q. Then why was it delayed? A. Because he had trouble with the plumber and with the trim men. That was the execuse he made to me.

Q. How did you expect that the Beaumont Company could finance that undertaking or putting up that house and pay their bills unless they could raise the money in the way provided for in your contract, either by mortgage on the property or by the sale of some portion of the land? A.

That was for them to know when they undertook it. They were putting up the building and they had the power to make the loans. If they couldn't do it, I don't know why I should be asked why they didn't.

Q. At the same time you had to give the deeds and execute the mortgages? A. I did when they were presented.

Q. Of all the property? A. No, because that appeared to be the only one he needed at the time.

Q. You needed money? A. Mr. Beaumont needed the money; I never saw a penny of the money

Q. But you saw $1,400 didn't you? A. Yes, sir, I did.

Q. You got that? A. Yes, after hard coaxing I got fourteen hundred dollars in two years.

Q. And you didn't have to pay your rent, although it was charged to you? A. No, I didn't pay any rent. What did I put up the building for?

Q. As an investment, I suppose? A. Well for myself or the Beaumont Company?

Q. I suppose you put it up for an investment for yourself? A. Then I suppose I should reap some of the benefit.

Q. Well then when the building was completed and being rented to secure some income from it there was no available money with which to make settlement with the Beaumont Company, was there? A. I didn't expect to owe the Beaumont Company a cent; I thought they had taken care of their ten per cent.

Q. At the time the building was completed was that your view? A. Yes, sir, that was my idea exactly.

Q. Why didn't you tell them so? A. Because I didn't get a statement.

Q. Did not Mr. Beaumont ask you shortly after the building was completed to come over to the Company's office and go over the account with them? A. Yes, but I didn't think I was competent to go over their books; I preferred to have my counsel do that.

Q. Why didn't you ask your counsel to go then? A. Because I didn't think he would care to go over to New York to go over their books.

Q. Didn't you give him some further reason than that? A. No, sir.

Q. Didn't you state that you did not have funds with which to settle with them and there was no use of your going over at the time? A. I didn't need to have it to pay; I didn't know that I owed them until they placed that statement in my solicitor's hands. I didn't know any amount or anything about it. I wrote a letter but I didn't go over, because I didn't think I was competent to go over the books.

Q. I understood you to say, Mrs. Shaw, in your direct examination, that the shades and carpets and everything was to be supplied complete when the building was turned over to you? A. That was what Mr. Beaumont gave me to understand.

Q. Is there anything in your contract, so far as you know, that requires any shades or carpets for the building in completing the contract? A. I can't remember, but that was what he said to me.

Q. Do not these shades and carpets refer only to the renting of the building? A. I think they pertained to the completion of the building and the occupancy, as it was told to me.

Q. Do people generally if they make a contract to construct a building furnish it with carpets and shades and chairs and with every kind of household furniture? A. This was the first con-

tract I ever made; I didn't know what other people do.

Q. Did you give Mr. Beaumont or send him a letter stating what kind of paper you wished him to select for papering the apartment that you occupy? A. Yes.

Q. If your contract provided for all this why did you send that request? A. Because he was to paper each apartment according to the wishes of the tenants. The apartment was not papered on the completion, but as each apartment was rented it was papered, and naturally people like to choose their own paper.

Q. Then evidently the papering, decorating and furnishing could not have been included or intended to be included in the contract, could it? A. Why not?

Q. How could you anticipate the wants of half a dozen different people whose wants you did not know? A. Acting as agent he could paper these apartments, and was not that expected when it was according to the contract to paper them when the people moved in?

Q. Did the contract so far as you understood it or now understand it require him to rent this property? A. From the letter of authorization he brought to me, yes.

Q. I am speaking of the contract. If you or your counsel can point out any such requirement in the contract, I require it to be done.

At this point the case was adjourned until to-morrow morning, January 6th, 1916, at 10 o'clock.

Continuation of the hearing of the above entitled cause this sixth day of January, nineteen hundred and sixteen, at 10 A. M., pursuant to adjournment.

ELEANOR P. SHAW resumes the stand:

CROSS CONTINUED BY MR. LEWIS:

Q. Mrs. Shaw, did Mr. Beaumont tell you that he was paying the architect less than he usually paid? A. No.

Q. Didn't he tell you that he was doing the same work which an architect ordinarily would do in preparing any of these plans? A. He said that he and this architect exchanged work; I didn't know what he meant by that.

Q. Calling your attention to the sale of land to Mr. Hughes and to Mrs. Noe, were those sales made before or after the completion of the apartment house? A. I guess they were both made before.

Q. Just think that over. A. I am pretty sure they were made before.

Q. Both of them? A. I know they began the erection of the—I am not sure, Mr. Lewis, but I think they were sold before or about the time of the completion of the Beaumont apartment.

Q. Well the completion of the Beaumont apartment was November 1st, 1913, was it not? A. Well no, I didn't consider it completed November 1st, 1913; I didn't consider it completed then. I don't know just when those lots were sold; I can't say positively.

Q. You mean both pieces? A. Well the Hughes lot was sold first.

Q. You think the Hughes lot was sold before the apartment house was completed? A. About that time, as far as I can remember. The corner property was sold after the completion of the Beaumont apartment; but the Hughes lot I am not so sure about.

Q. The corner property was the property sold to Mrs. Noe? A. Yes, sir.

Q. I find by data, which by request has been handed to me by Mr. Decker, that your deed to Mrs. Kate Noe was dated February 9th, 1914; does that call to your mind the transaction? A. Well I said it was sold after the completion of the apartment house.

Q. Now let me ask you about the three mortgages which you gave in obtaining loans on mortgage,—one for fifteen thousand dollars, one for twenty thousand dollars and one for thirty thousand dollars; when were those given—before or after the house was built? A. I think that two were made during the construction of the building and the third one after the completion of the building.

Q. Just think a minute. Were not the two mortgages, one for twenty thousand dollars and one for thirty thousand dollars given a considerable time after the building was put up? A. The fifteen thousand dollars?

Q. No, the twenty thousand dollars and the thirty thousand dollars. A. Here is the only way I can answer you; here is a check I sent to the Beaumont Company and on the stub of my check book I read "Building Permit and Title Guarantee & Trust Company plans for mortgage." That is October 2nd, 1912. That is what I gave the check for in payment of plans to present to the Title Guarantee & Trust Company for mortgage.

Q. (The Master) What was the amount of that check? A. Forty dollars.

Q. What is the date? A. October 2nd, 1912. The building was not completed at that time.

Q. You extended the time, did you not, for the completion of the building to November 1st, 1913? A. Yes, at Mr. Beaumont's request, not because I wanted to.

Q. But you did extend it to that time? A. At

his request, yes, by a letter of authorization brought to me to sign.

Q. I find by an abstract of title handed to me that you gave a deed to Robert M. Hughes dated December 25th, 1913, for a portion of the property you bought of the Craigs; does that bring to your mind about the date of the giving of the deed? A. Well that must be correct, and I said it was about that time, but I was not quite sure.

Q. And then that is after the time to which you extend the completion of the building? A. Yes, sir, the date shows that.

Q. From the data in the abstract shown me I find a mortgage given by Eleanor P. Shaw to the New Jersey Title Guarantee & Trust Company dated July 15th, 1913; do you remember giving that mortgage for fifteen thousand dollars? A. That was the only mortgage to the Title Guarantee & Trust Company.

Q. Do you remember when you gave the next mortgage after the one to which you have just testified upon this property? A. I am not positive, but I think it was in December of the same year.

Q. December of the same year? A. Yes, following July 13th; I think it was December of the same year, but I am not positive. I have not anything to refer to.

Q. And to whom was that mortgage given? A. To the Provident Institution for Savings.

Q. And the amount of it? A. Twenty thousand dollars I believe.

Q. Do you remember when you gave the next mortgage on the property? A. I can't recall.

Q. I note from the abstract handed me that you appear to have given a mortgage to the Trust Company of New Jersey dated April 16th, 1914,

for thirty thousand dollars; do you remember the giving of that mortgage? A. I do.

Q. And do you find that date to be correct or about the time that you gave the mortgage? A. I presume it to be from the record; I have no memorandum.

Q. You testified a few minutes ago to giving a check for fifteen dollars; please turn to your check book and tell us to whom that was given and for what purpose? A. I didn't give a check for fifteen dollars. I gave a check for forty dollars which was divided into twenty five dollars and fifteen dollars.

Q. What was the fifteen dollars for? A. As Mr. Beaumont told me; I wrote that down what the check was for.

Q. Tell us from your stub what it was for and from your memory? A. Well "G. B. Beaumont Company Building Permit. Title Guarantee & Trust Company plans for mortgage $40."

Q. Then you knew at that time that an application had been made for a mortgage loan to be made by the Trust Company? A. I knew that Mr. Beaumont was going to make an application for a loan, yes, sir. He had that power by the contract.

Q. Well do you remember if this was before the signing of the contract for the building? A. I guess it must have been. The signing of the contract was in February following.

Q. (The Master) It was before the signing of the first contract, was it not, in November? A. Yes, sir.

Q. And the money obtained in this loan was to be paid in installments as the building progressed? A. Whatever arrangement Mr. Beaumont made. Yes, he made that arrangement to pay on the house.

Q. In other words this mortgage, as well as the other mortgages, were obtained for the purpose of financing this transaction, were they not? A. Yes, sir, and all payments made payable to the G. B. Beaumont Company.

Q. And the pieces of property that you sold, that is of the property you bought of the Craigs, were made for the purpose also of financing this transaction, were they not? A. As much of it as would be necessary.

Q. Well part of it had to be devoted to paying the encumbrance on the property, didn't it? A. Whatever the account shows; I don't know anything of it. It must have been used for the building.

Q. (The Master) The surplus of the money received from these loans was handed over to Mr. Beaumont for the purpose of helping to construct the building? A. Yes, sir; he handled all moneys.

Q. Mrs. Shaw, you speak of a tenant moving out of the apartment; what tenant was that? A. Four tenants moved out.

Q. Well, you spoke in particular of a tenant moving out; what particular tenant was that? A. Well there was four moved out.

Q. Well tell us the first one that moved out? A. I guess Holts; they moved September 1st.

Q. Of what year? A. 1915.

Q. And what rent were they paying? A. I don't know.

Q. How long had they been in the property as a tenant? A. That I can't say.

Q. Do you know what rent they offered to pay? A. I didn't have any conversation with the tenants about the rents.

Q. But you don't answer my question. A. I don't know.

Q. Do you know why they moved out? A. I only heard from the neighbors that they were going to separate,—the mother and sister and brother were going to keep house and the younger son and his wife were going to housekeeping. I don't know what rent they paid.

Q. You stated in your direct examination that Mr. Green, your neighbor on Duncan Avenue, asked you not to dispose of your Duncan Avenue property until you saw him; when did he ask you that? A. Three or four years before I sold the property Mr. Green said if I ever thought of disposing of or doing anything with the property would I let him know first.

Q. One of the witnesses at the last sitting stated that in the hall some paper was loose and coming off in strips; when was that paper put on? A. In November, 1915.

Q. Who ordered that work done? A. I did.

Q. Who did the work? A. Thomas S. Brown.

Q. Then Mr. Beaumont had nothing to do with that? A. No, sir; I waited too long for Mr. Beaumont and I was losing my tenants. I asked him to have the work done.

Q. So then whatever fault there was in the doing of that work does not pertain to the Beaumont Company? A. I didn't consult the Beaumont Company about that.

Q. And you don't hold them responsible for that? A. I leave that to my counsel.

Q. Exhibit C-5 you have referred to as the account sent to you? A. Brought to me.

Q. From the G. B. Beaumont Company? A. Yes, sir.

Q. Was that before or after they had asked you to come over to their office to go over their books with them? A. Some time after.

Q. You speak of that as I understand you as the only account you had had; do you mean to state that? A. Showing what I owed the Beaumont Company?

Q. Yes? A. Yes, sir, what I was supposed to owe the Beaumont Company.

Q. Do you remember being at the office of Messrs. Hartshorne, Insley & Leake in conference with them or one of them and Mr. Beaumont respecting the account he had against you for the construction of the Beaumont Apartment house? A. Since that statement?

Q. Yes. A. Yes, I do.

Q. Did your counsel then have at that interview an itemized statement of the account which the Beaumont Company had against you for the construction of that aparment? A. I think not; they asked for an itemized account. They didn't have it at that time.

Q. Did they have it at a subsequent time when you was present? A. Yes, sir.

Q. Was Mr. Beaumont there? A. Yes, sir.

Q. Were the items in it to some extent discussed at that time? A. Yes.

Q. Was that before that suit was commenced? A. Yes, sir.

Q. Then why did you say that Exhibit C-5 is the only account you had? A. Until I consulted my counsel. I took exception to that statement.

Q. You mean to the statement Exhibit C-5? A. Yes, sir.

Q. Then before your suit was started you had the fuller itemized statement? A. No, sir.

Q. Well didn't your counsel have it? A. Yes.

Q. Was not that equivalent to your having it? A. They asked for an itemized statement.

Q. And you saw it? A. Mr. Insley read it off to me.

Q. Now have you seen the defendant's answer to your bill of complaint? A. No, I don't think I have.

Q. Did you know that there was an itemized statement of the account added to that answer as a part of it? A. Why I presume there must have been. Mr. Insley asked for an itemized account.

Q. And did your counsel receive it before the suit was started? A. Well they started the suit on the account I suppose.

Q. Do you mean to say that your counsel asked the defendant to annex to his answer an itemized statement? A. I don't know.

Q. But you know that the answer not only had the full itemized statement but the continuation of it, as time passed on? A. I don't know, my counsel was taking care of my affairs.

Q. As your counsel does not appear to have shown you that answer I now have the honor of showing you a copy of it, and ask you if you see annexed to that answer an itemized statement of account? A. This is the itemized account that was asked for by my counsel.

Q. And you got it before this suit was started, didn't you? A. We started our suit on that account, and we must have had the account before we started our suit, otherwise we would not have started it.

Q. Well then that account as rendered together with the addition as time passed on you noticed were annexed to the answer, did you not? A. Additions were added?

Q. Yes. A. I guess so.

Q. So that account after account had been rendered you in the matter of this transaction? A. Account after account has been rendered to my counsel, but not to me personally. No statement has been rendered to me.

Q. But your counsel were your authorized agents in the matter were they not? A. Yes, they were.

Q. Then what your counsel did in the matter you accept as an act of your own, don't you? A. I certainly do.

Q. Then you practically had several accounts rendered you of additional matter, did you not? A. To my counsel, yes.

Q. One directed to you? A. The first statement sent me direct on the completion of the building.

Q. And an itemized account rendered to you through your counsel? A. Yes, sir.

Q. And another account annexed by the defendant to their answer filed in court, a copy of which your counsel had? A. I believe so.

Q. So whatever information is contained in this account you practically had through your counsel? A. Yes, sir, through my counsel.

ELMER E. HALLINGER, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Hallinger, what is your business? A. I am private secretary and also in the real estate business.

Q. Where? A. In Jersey City.

Q. For how long have you been in the real estate business in Jersey City? A. Seventeen years.

Q. And in the real estate business have you collected rent from and managed apartment houses and other houses? A. Yes, sir.

Q. You were the agent for Doctor Craig for the sale of his property at the Boulevard and Highland Avenue, Jersey City? A. I was the broker in the matter.

Q. Did you make the sale? A. I did.

Q. To whom? A. Mrs. Shaw.

Q. The complainant in this cause? A. Yes, sir.

Q. Did you have any transactions or dealings with G. B. Beaumont or the G. B. Beaumont Company in that sale? A. After the contract had been made and before title was passed Mr. Beaumont appeared in the matter with Mrs. Shaw with regard to the dividing of the lots and taking back a mortgage on the property—that certain lots must be first cleared—that is their part of the mortgage must be paid off before title could be given when sold.

Q. That was after the contract of sale had been made? A. Yes, sir.

Q. Did the Beaumont Company appear in the transaction before the contract of sale? A. No, sir, not at all.

Q. When did you first become acquainted with Mr. Beaumont? A. Some time after Mrs. Shaw contracted to buy the property.

Q. What is the regular rate charged by real estate agents in Jersey City for the collection of rents and the management of property such as the Beaumont apartment house where there is a monthly rental of about five hundred dollars? A. Some of the real estate men try to get five per cent but as a rule we only get three per cent.

Q. Five per cent is the maximum charge? A. Yes, sir, the rate adopted by the Board of Real Estate brokers of Jersey City.

Q. But you say the rate they usually get is three per cent? A. Yes, about three.

Q. That including all the work that the agent does? A. Yes, sir.

Q. And has that been the usual compensation of a real estate agent since November 1st, 1913, in Jersey City? A. Well, it is usual. Some will do it for less than that, but that is the usual charge.

Q. And the charge has been no higher since November 1st, 1913? A. No, sir.

CROSS EXAMINATION BY MR. LEWIS:

Q. What property have you had charge of as an agent to rent and by whom owned and where located? A. Well for the heirs of George R. MacKenzie, deceased, of which property you were one of the Commissioners on the partition of the property. I represent the heirs of George R. MacKenzie deceased, also the Estate of Thomas H. Love. Those are the two largest estates I handle.

Q. Did you represent them as principal or simply as Secretary? A. As agent. I am also employed as Secretary by Mr. Alexander MacKenzie.

Q. And then you transact an independent business in your own behalf as agent for property? A. Yes, sir, I do.

Q. Well now what do you get for your transaction of the business of the Alexander Love property? A. The Thomas H. Love property?

Q. James H. Love. A. No, Thomas H. Love not James. I get five per cent on his property and the rentals about fifteen hundred dollars a month.

Q. Well is not that usually what is charged by agents? A. No, sir, the brothers and sisters of Mr. Alexander MacKenzie pay me two and a half per cent.

Q. That is by a special arrangement? A. Yes, sir, because I have the whole family.

Q. There is no trouble in collecting that rent? A. Quite a little—particularly the last five years.

Q. Why so? A. It is pretty hard to get money these days.

Q. Well you expect to do something to earn your commission, don't you? A. Oh, undoubtedly,

Q. Well you have no trouble in getting new tenants, they continue right on, don't they, from year to year—the MacKenzie tenants? A. What do you mean?

Q. In the MacKenzie estate matter the tenants continue right on from year to year, you are not troubled with changes are you? A. Yes, changes more or less all the time. Most of their property is apartments—flats.

Q. You have the King-Gussie Apartments on Washington Street? A. Yes, sir.

Q. What other property do you get five per cent on as agent? A. Why I only have three other small houses outside of those two estates—three houses on the corner of Bergen Avenue and Highland Avenue—the northwest corner.

Q. The MacKenzie estate is quite a large one, is it not? A. Well not now, we have sold over fifty per cent of our property.

Q. Well this King-Gussie house is a large institution? A. We only have three houses left of the five houses there. We sold two of those.

Q. It is all one building, is it not? A. Yes, sir.

Q. And you have sold two fifths of the one building? A. More than that we have sold 20/45ths.

Q. I think you stated you had three out of five? A. One is a single house where the other four are double houses.

Q. I am speaking of the King-Gussie flats? A. Yes, sir.

Q. Is not that an entire building? A. No, there are five buildings there.

Q. Is not the construction which you call five buildings called the King-Gussie flats? A. Yes, sir.

Q. Was it not constructed as one entire building? A. Yes, sir.

Q. Has it been changed since? A. No, there are forty-five tenants in that building containing twenty and so we have 25/45ths of that.

Q. You don't mean to say that you have sold two buildings, do you? A. Yes, sir.

Q. Two sections of a building? A. Yes, if you prefer to call it that way.

Q. It has only one heating arrangement, has it not? A. It has no heating arrangement.

Q. Has it not a heating arrangement for the entire house? A. No, sir, it is not a steam heated building.

Q. What is there in common for all the tenants as to that house? A. You probably refer to the water system we had in there at one time. The pressure in Jersey City was not sufficient to furnish water on the two top floors of the entire building and we were compelled to have a pumping plant but since the new water supply has been put in by the city we have ceased running the pumping plant. It is not necessary any more and it has been done away with.

Q. Have you acted as receiver at any time for the Court of Chancery to take care of property and rent it? A. No, I have never had any court business at all.

Q. Do you know of any instance where the Court of Chancery allowed less than five per cent

to an agent for taking care of property? A. I do not.

Q. And these two estates you speak of handling, the Thomas Love estate you received five per cent commissions? A. Yes, sir.

Q. And the other one is the MacKenzie Estate and you received less than that by arrangement with the heirs? A. Yes, sir.

Q. You state that you met Mr. Beaumont some time after the signing of the contract for the sale of the Craig property? A. Yes, sir.

Q. When was the contract signed by Mrs. Shaw? A. I can't tell you now.

Q. When was the deed made? A. I can't tell you that offhand. You probably have the records here to show that.

Q. Did you receive a commission for the sale of the Craig property? A. I did.

Q. What commission—what rate?

MR. DECKER: I object to that question as immaterial and not proper cross examination, and I instruct the witness not to answer unless he wants to.

A. I don't care to tell you that, Mr. Lewis.

Q. Did you act as broker? A. Yes, sir.

Q. And you received a commission? A. Yes, sir.

Q. From whom did you receive it? A. From Doctor Craig.

Q. And the rate or amount you decline to state? A. Yes. I do.

Q. When did you receive that commission, before the deed was given or after? A. After the deed was given.

Q. And you can't state when the deed was signed or the deed was given? A. I didn't suppose I was going to be asked this question and so I didn't look that up.

Q. How long ago was this about? A. I think it is two years ago last spring—no three years ago. I can't tell you exactly.

Q. Do you know who prepared the papers in that transaction? A. Yes.

Q. Who prepared them? A. Marshall Van Winkle or Clarence Kelsey drew the contract and Marshall Van Winkle drew the deed, as I had them drawn.

Q. You had them drawn? A. Yes, sir.

Q. Who paid for the drawing of those papers? A. Doctor Craig.

Q. Are you employed under a salary by the MacKenzie family or by Mr. MacKenzie? A. Alexander MacKenzie only.

Q. You receive a salary for such employment? A. I do.

Q. And at the time you were receiving that salary you were managing some parts of the MacKenzie estate by an arrangement at 2 1/2 per cent? A. No, sir, the salary has nothing to do with the rest of the MacKenzie estate.

Q. But I asked you if at that time you was in the employ of Mr. MacKenzie and received a salary you made arrangements to manage as agent any portion of the estate at two and a half per cent? A. No, sir, I was not.

Q. You were not handling any portion of the estate under agent's commissions at the time you was employed by Mr. MacKenzie? A. I don't understand you.

Q. Were you at the time you was employed by Mr. MacKenzie managing any part of the MacKenzie estate for which you were charging a agent's commission? A. I have been managing the estate ever since I was employed by Mr. Alexander MacKenzie as Secretary, but the balance of the estate has nothing whatever to do with Mr. Alexander MacKenzie.

Q. (Mr. Decker.) You don't get any salary from Love do you? A. No, sir.

Q. And your commissions as agent I understand you were fixed by an arrangement with the family? A. No, sir.

Q. What did you state? A. A personal arrangement of my own.

Q. You offered to take care of it at two and a half per cent? A. Mr. Alexander MacKenzie employed me as Secretary and Mr. Robert McAndrews was agent of the property at the time and he was appointed Warden of the City Hospital and Mr. Alexander MacKenzie said "Mr. Hallinger, I want you to look after my property". I made arrangement with him under salary to look after his property, and then his brothers and sisters came to me and asked me if I would take charge of their property and I said I would have to ask Mr. Alexander MacKenzie as I was under a salary from him, and I asked him and he said he didn't care if I didn't neglect his work, but that any arrangement that I made with his brothers and sisters that was between me and them and he had nothing to do with it.

Q. And so you made your arrangement with them? A. Yes, sir.

Q. And in the arrangement you made with them you charged two and a half per cent? A. Yes, sir.

Q. Can you tell me about how long after the deed was given for the Craig property you met Mr. Beaumont? A. I think I met him before the deed was given.

Q. About how long after the contract was signed? A. That I don't know, it may have been two weeks or three weeks after the contract.

Q. Mr. Hallinger, don't you remember going through the Craig residence with Mr. G. B. Beaumont before any contract for that property was

signed? A. No, that was after the contract was signed.

Q. Are you positive about that? A. Yes, I am quite. I remember going through the building with him, and in fact I took him through.

Q. When was that? A. Well I don't remember whether it was in March or April or May, but somewheres along that time of the year. I have not charged my memory with that.

Q. Why did you take Mr. Beaumont through that building? A. Mr. Beaumont appeared in the matter after I had talked with Mrs. Shaw about selling the property. He wanted to see what material was there inside of that building that he could use in the construction of a new building.

Q. After you had talked with Mrs. Shaw about selling the property—was you not selling the property for Doctor Craig? A. Yes, sir. I first met Mrs. Shaw downstairs in this building and was talking to her about selling her property on Duncan Avenue, and she said she wanted to get a sight for an apartment and then I spoke of the Craig property to her. I called at her house two or three times before we settled the matter up and then after that Mr. Beaumont appeared.

Q. And when was it that you went through the Craig house with Mr. Beaumont? A. Why it was right after the contract was made.

Q. And before the deed was given? A. I think it must have been four years ago.

Q. Before the deed was given? A. That I can't say whether before or after the deed was given, but I remember going through the house with him once.

Q. When do you say you went through the building with Mr. Beaumont—what month and what year? A. That I can't remember, Mr. Lewis.

Q. Didn't you say you went through the building in March? A. I said March, April or May. It ran in my mind that it was about the time this transaction took place.

Q. Of what year? A. I think about four years ago. I don't really know the year the contract was made. It only seems about two years when it was made.

Q. And you don't know whether the contract was signed at that time when you went through the building with Mr. Beaumont? A. Oh, yes, the contract was signed, but I can't tell you whether the deed had been delivered.

ADJOURNED until Thursday and Friday, January 13th and 14th, 1916.

Further adjoined until January 25th, 1916, at 2 P. M.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause this twenty fifth day of January, nineteen hundred and sixteen, at two o'clock in the afternoon, pursuant to adjournment.

Appearances as heretofore.

GEORGE C. LAVERY, a witness on behalf of the defendant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Lavery, what is your business? A. Lumber merchant.

Q. And your place of business? A. Grand Street, Jersey City.

Q. And you have been in the business of lumber merchant how many years about? A. I have been in the lumber business for twenty years.

Q. Do you know the Beaumont Apartment house in Jersey City? A. Yes, sir.

Q. Did you furnish any material for that apartment house? A. Yes, sir, I furnished the oak flooring.

Q. And when did you furnish that? A. I think about 1914 some time.

Q. It was in oak was it? A. Yes, sir.

Q. Now as to the quality of it—what do you say as to the quality, was it good or poor? A. It was good.

Q. Good quality? A. Yes, sir.

Q. Was it the kind or quality of oak that would be most suitable for that class of building? A. Yes, sir, most suitable.

Q. From whom did you procure that oak for the flooring—from what firm or company or individual? A. It was manufactured by Thomas Forman & Company.

Q. You have had other flooring of that company? A. Yes, sir, Thomas Forman & Company of Detroit, Michigan.

Q. Had you had other flooring of that company? A. Yes, sir, I have had many floorings of them.

Q. Are they a reliable company? A. Yes, sir, one of the most reliable in the United States.

Q. They keep a good class of oak flooring? A. A very high class.

Q. And this oak flooring that they sold you and which you furnished for the Beaumont Apartment building do you consider that a high class flooring? A. It was the best grade of plain white oak flooring.

Q. Have you seen any of this since it was laid? A. Yes, sir, I have.

Q. In what room? A. In the first floor the first room—the southwest room on the first floor.

Q. Did you see any defective pieces of flooring in that room? A. I did not, sir.

Q. How did it appear to be laid, good or indifferently? A. It appeared to be very well laid.

Q. Now as to the strips of oak for the flooring, were or were not the strips—the oak strips that you furnished for the flooring similar to floors

that had been put down in other buildings of that kind? A. Yes, sir; very similar.

Q. Something has been said by one of the witnesses in the examination here that there were a good many short strips of flooring, and he criticised it because there were so many short strips of flooring, what have you to say to that was this reasonably the subject of such criticism? A. I heard of this before and I went to the building in the last two weeks to find out if there was anything to that—whether there was an unreasonable number of short lengths. The rules governing the grading of oak permit of lengths running from two feet up to sixteen feet, and there may be under the rules fifteen per cent of the stock that may run under four feet long. You may have lengths two feet up—two and a half feet and three feet and three and a half feet and so on. Having dealt with this Forman & Company so many years and always been fully satisfied with the treatment that they have given me in regard to the quality of their stock, I went to this apartment house. It was the first complaint of the kind I had ever had and I spent an hour and a half or two hours in that room and I counted every strip of flooring. The room is about fourteen feet wide and I found quite a number of strips of fourteen foot lengths and many of them would have two strips across and some three strips across the floor, and the whole thing averaged about seven feet in length. That I consider a very fair average length for oak flooring strips.

Q. You mean by that that the length of the boards in that room averaged about seven feet? A. Yes, sir, about seven feet.

Q. Did you look at the character of the work as to how they were laid, did they seem to be well laid or carelessly laid? A. No, sir, they seemed to be well laid.

Q Did you notice whether the seams were level or whether they were humpy and uneven? A. No, sir, I thought it was a very good job.

Q. Did you furnish any other material for the building? A. I don't think so.

Q. Was the floor as laid, the length of the strips of the floor as laid, were they in the same proportion as manufactured and sold to your company by the manufacturer? A. Yes, sir, they were.

Q. (The Master.) How were they joined—plowed and grooved? A. Yes, sir.

CROSS EXAMINATION BY MR. DECKER:

Q. How many rooms did you look at in the house? A. Just one room.

Q. And that was on the first floor? A. Yes, sir.

Q. How much of this flooring did you sell to the Beaumont Company—how many feet? A. Why all that was used in the building.

Q. How many feet was it? A. I can't tell you from memory.

Q. How much did you sell to them? A. I would have to refer to my book.

Q. You don't remember that? A. No, sir.

Q. You say it is the most suitable for houses of this kind, what do you mean by that? A. I don't just get you on that.

Q. You were asked by Mr. Lewis if this flooring was the most suitable for a house of the kind that it was used in and you answered yes, what do you mean by that? A. I mean it is most suitable for that class of building.

Q. In what respect? A. If you were erecting a nice apartment there was nothing looked nicer than an oak flooring.

Q. Do you think that oak floor looked good? A. Yes, sir.

Q. Did you ever see any floor that looked any nicer? A. I don't recall any.

Q. Did you ever see any that looked any worse? A. Yes, sir I have.

Q. Where? A. I have seen quite a few.

Q. Where? A. Well I can give you a number of instances in New York.

Q. Well go ahead. A. There is the Fullerton on 58th Street.

Q. And that flooring? A. If you will give me a chance to look that up I could give you that.

Q. You counted the strips in the room, did you? A. Yes, sir, I did.

Q. What was the length of the longest strip? A. Fourteen feet.

Q. How many of them were there? A. About seven or eight.

Q. How many of them were ten feet long? A. I didn't count them—not that way. The floor being about fourteen feet wide I counted where there were two joints or one joint.

Q. You counted the joints? A. Yes, sir.

Q. Where there was one joint there were two strips, were there not? A. Yes, sir.

Q. And did you measure the strips? A. I didn't measure the strips, no sir.

Q. Not with a rule? A. No, sir, I just counted the joints.

Q. How did you know then the lengths of the strips that were in the room? A. I just averaged it.

Q. How did you average it? A. Well you take —here is ten strips, may be three of those in the entire length of the room—three of them may be made of two pieces and three of them there may be three pieces, say there is three fourteen foot lengths, six strips fourteen feet or nine fourteen feet, and you take the average of those.

Q. Well do that for me, three strips fourteen feet long you said? A. I have a memorandum over in my desk of the exact figuring that I made there, if you will give me an opportunity to get hold of that I could give you that.

Q. Did you count any strips under four feet in length? A. Yes, there were some under four feet.

Q. How many were there? A. I can't tell you from memory.

Q. Was there as many under four feet as there was over four feet? A. Oh, no.

Q. Were there any under two feet? A. No, sir.

Q. Not one? A. No, sir.

Q. Were there any under three feet? A. There may have been some under three feet.

Q. But there was none under two feet in length? A. No, sir.

Q. Where did you hear the criticism of this floor—from whom? A. From Mr. Beaumont.

Q. When? A. About two weeks ago I think it was.

Q. And then you went and looked at it? A. Yes, sir.

Q. Have you ever laid any flooring yourself? A. No, sir.

Q. Do you know how flooring should be laid? A. I have got a general idea.

Q. But you never do any work yourself? A. No, sir.

Q. What do you mean by saying that in furnishing flooring fifteen per cent of it may run under four feet in length? A. I mean just what I say.

Q. If you sold one hundred feet of oak flooring do you mean that fifteen per cent could be of strips under four feet in length? A. Yes, sir; in that grade, and in lower grade there is a larger percentage.

Q. Is there a higher grade? A. No, sir.

Q. This is the very best there is then? A. Yes, sir.

Q. The most expensive is it? A. Yes, sir; that is the best quality of clear plain oak.

Q. There is no better oak floor is there? A. No, sir.

Q. Well there is quartered oak? A. I thought you meant just plain oak.

Q. Do you ever sell oak flooring with a guarantee that the strips should not be less than four feet in length? A. I don't need to give a guarantee like that. That is the way the flooring comes—four feet in length. No, we do not.

Q. So in the flooring you sell there are some strips under four feet in length? A. Yes, that grade of flooring.

Q. And there may be fifteen per cent of it under four feet in length? A. Yes, sir; there may be.

Q. And there is no reason under the sun why a poor carpenter could not take fourteen foot strips and saw them up in two foot strips, is there? A. They don't generally do that.

Q. It is no fault of yours if that happens? A. No, sir; we can't control that, but it is not usually done.

Q. How were the ends of these boards joined together? A. End matched.

Q. There was not any groove where the ends came together, was there? A. It is my impression that it was end matched stock.

Q. You mean you are not sure whether the ends of this stock you sold to Beaumont was not plowed and grooved? A. It is my impression that it was tongued and grooved.

Q. But you are not sure? A. No, sir.

Q. Why didn't you go in some of the other rooms of the house? A. Because I was told that that

room was the worst room in the house.

Q. Did you have a rule with you? A. Yes, sir, I did.

Q. Did you lay that down on the three foot strips? A. Yes, sir.

Q. And you kept count of that? A. Yes, sir.

Q. And that piece of paper that you kept count on is not here? A. No, sir.

Q. You were not subpoenaed were you? A. No, sir.

Q. You came here voluntarily? A. Yes, sir; I had to come here any how.

RE-DIRECT EXAMINATION BY MR. LEWIS:

Q. You were asked if you came voluntarily; were you requested to come? A. Yes, sir. Mr. Beaumont asked me to come.

Q. And you had no disposition to put him to the trouble or necessity of serving you with a subpoena? A. Oh, no; I told Mr. Beaumont that I would be glad to come, because I come to this office pretty nearly every day any how.

Q. If the Master or counsel should desire you to produce the memorandum you speak of, would you produce that if you were notified to? A. Yes, sir.

Q. When can you produce it? You say it is at your office in New York? A. No, sir, my office in Jersey City. I can get it this afternoon.

Q. You speak of the Lumber Inspection Rules; will you please read from the Lumber Inspection Rules the rule you speak of?

MR. DECKER: That is objected to as incompetent and irrelevant.

A. (Reading) "Clear shall have one face practically free from defects, except 3/8 of an inch of

bright sap; the question of color shall not be considered. The length of this group to be two feet and up—not to exceed fifteen per cent. under four feet."

Q. (The Master) What group does that refer to? A. Clear oak flooring.

JOHN P. LANDRINE, a witness on behalf of the defendant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Landrine, you live in Jersey City? A. Yes, sir, I do.

Q. What is your business? A. General business, hardware.

Q. What other business? A. Real estate and insurance.

Q. You have been engaged in the real estate and insurance business for how many years? A. Twenty-five or thirty years.

Q. Have you inspected much property—buildings as to their value and land as to its value in Jersey City? A. Considerable.

Q. For how many years have you been engaged inspecting buildings and appraising values? A. Twenty-five or thirty years.

Q. Have you inspected buildings or property for the purpose of making and securing mortgage loans? A. Yes, sir.

Q. How near is the Beaumont Apartment house to either your place of business or your residence? A. About two blocks, between two and three blocks.

Q. Did you see that building in course of construction frequently? A. Yes, sir.

Q. Have occasion to pass up and down the street by it frequently? A. Yes, sir, quite frequently.

Q. What do you say of that building as to its construction—the character of its construction and the material used in it? A. My experience in buildings of that kind has been quite extensive during the past fourteen or fifteen years, particularly, that kind of building not being very prominent previous to fourteen or fifteen years, but during the past fourteen or fifteen years there has been quite a number of them going up. I have had to some extent a partial supervision of them and more particularly in regard to when payments were becoming due, and I consider that building according to the plans and specifications is very excellent. The location was very fine and from my observation I think it was well constructed, and I think so yet.

Q. Did you have occasion to value that property—the building and the grounds? A. Yes, sir.

Q. When? A. At the time the application for a loan was made.

Q. A loan by whom? A. By the Bergen and Lafayette Trust Company, now Trust Company of New Jersey—the Bergen and Lafayette Branch. I had practically all of the mortgage loans to pass on and I was chairman of the committee.

Q. And this application was for how much of a loan, how large a loan? A. Well, the loan was finally made for thirty thousand dollars.

Q. Well did you carefully inspect that bulding before recommending the loan? A. Well, of course, the building at the time the loan was recommended—the plans and specifications were submitted for a building to be erected on certain property and I examined them and made my cal-

culation as I generally do from considerable experience and I put a valuation on and approximately the rent that such a property would bring in.

Q. What valuation did you put on the bulding? A. Forty thousand dollars. When we pass on a loan of that class and put a valuation on it, we put it on according to the plans and specifications, subject to the building being built according to those plans and specifications. We would make the value, assuming that the contract would be fully lived up to.

Q. Had the building been completed at that time? A. It was completed, but not finished by Beaumont.

Q. The building has been constructed in accordance with those plans and specifications, as far as you knew and believe? A. Yes, sir. I am not so sure about one part of it there; yes, it was practically finished when we took it.

Q. It was fully finished before you paid all the money? A. Yes, sir.

Q. Do you consider that building well built? A. I do.

Q. Did you report your valuation of forty thousand dollars to the company making the loan? A. Yes, sir, as to the building itself.

Q. And you recommended the loan on the basis of your valuation? A. Yes, sir, the valuation of the building and the land.

Q. May I ask what valuation you put on the two lots the building occupies? A. Ten thousand dollars.

Q. And then you made your total valuation of fifty? A. Yes, sir, sixty per cent.

Q. What sort of a roof has the building? A. That part I didn't go on, as far as I recollect now.

Q. Do you remember whether it was a tile roof? A. I don't recall as to the roof.

Q. Can you see the roof from the Boulevard? A. You can only see a part of the front of the roof.

Q. About how far back from the front edge can you see the roof? A. Well, you have to take the opposite side of the street and naturally you can look up and see the building.

Q. From the opposite side of the street? A, Yes, sir.

Q. And then you could see more of it could you not further along on the street up and down? A. I didn't observe that. No, I don't think I would see any more along, that is the tile roof.

Q. In the matter of construction, what sort of a front has the building; has it a good front construction? A. Yes, sir, it struck me as a good serviceable front.

Q. A praiseworthy structure? A. I thought so, yes.

CROSS EXAMINATION BY MR. DECKER:

Q. You think it is pretty fine, don't you? A. Well at the price expended on it I thought it was.

Q. Do you know how much it cost? A. I do not; I know what I thought it was worth.

Q. What do you think it was worth? A. I thought it was worth forty thousand dollars to construct it.

Q. Suppose you found out it cost more than forty thousand dollars? A. I think my valuation of it was very conservative.

Q. Suppose you was told that it cost forty-nine thousand dollars to construct it, what would you say? A. Well, I would say I didn't know as I

could see forty-nine thousand dollars to construct it; but it might be so with a building of that size, take the inside and the outside together you could easily put four or five thousand dollars. Of course, my position was such that it was necessary for me to get on the extreme outside.

Q. You looked all around the building, didn't you, when you inspected it? A. Yes, sir.

Q. Did you go in the building? A. At the time of its inspection I did.

Q. Have you been through it since? A. No, sir, not since.

Q. Did you look at the floor? A. No, sir, not since.

Q. Have you looked at the walls? A. Outside of it.

Q. Have you looked at the inside walls? A. No, sir.

Q. Did you look at the trim of the building, where it comes together along the top of the door? A. I didn't have any occasion as I know of to go in and look at it again. At the time it was built it looked to my mind as a building that was very well constructed—the trim as well as the rest of it it was well done.

Q. Did you see the clothes line posts out in the yard? A. No, sir, I didn't observe them.

Q. Do you sell clothes line posts in your business? A. Yes, sir, I do.

Q. How much do you sell them for? A. All sorts of prices, according to the kind you need. They run from two dollars up to seven or eight dollars.

Q. Do you know it cost $120 to set twelve clothes line posts for that building? A. No, sir, I was not interested in that; that did not have

anything to do with the construction of the building.

Q. Well you would take that in consideration in making the loan? A. Well, no, hardly; a building of that extent we would not pay any attention to the clothes line posts, whether they were one dollar and a half or ten dollars. We naturally trust the owner for that to see that that much was done.

Q. You are a director of the Trust Company of New Jersey? A. Yes, sir.

Q. And you are the man who sold Beaumont supplies while this building was being built? A. I furnished the hardware.

Q. And you furnished an oil stove to him? A. I can't recall that.

Q. What do oil stoves cost? A. From two dollars to five dollars.

Q. Any of them cost eight dollars? A. Yes, sir.

Q. What kind? A. If you get them with nickel plate and hard black enamel. We have had them as high as ten dollars.

Q. Any higher than ten dollars? A. Not that I recall.

Q. Eight dollars is a good charge for an oil stove? A. Yes, sir, very good.

Q. Good enough for any building? A. For any one who needs them; I would not hesitate to put one in my home if I needed a little extra heat.

Q. You went over the plans and specifications of this building? A. Yes, sir, at the time the application was made.

Q. That was while it was being built? A. I think the building was completed.

Q. Did you examine the construction of the building as it was going on? A. From observa-

tion I saw the building, as I would go by and I knew of it. At first I thought it was being done after the application was made, but it was prior to the application being made. Naturally knowing the people well I hoped they was going to get a good building.

Q. You mean Mrs. Shaw? A. Yes, sir, Mrs. Shaw.

Q. You examined the construction of it in passing by? A. No, while it was in course of construction I was inside a few times, just from idle curiosity.

Q. That was not with any intention of passing on a loan? A. No, sir.

Q. Have you ever erected any buildings? A. Personally?

Q. Yes. A. One.

Q. What kind? A. The building I occupy as a hardware store.

Q. That is on Bergen Avenue? A. Yes, sir.

Q. Have you ever erected any apartment houses? A. No, sir.

Q. What did that Bergen Avenue building cost you? A. Twenty-four thousand dollars.

Q. Erected by contract? A. Yes, sir.

Q. Well, referring to the forty thousand dollar value you put on the building, you couldn't think anything else now but that there was a forty thousand dollars valuation there, could you? A. I don't understand what you are trying to get at in that respect. I will say this, that I have figured on a hundred houses of different kinds of construction similar to this and some others more expensive, and to verify my valuation I have submitted them to contractors of note to have them verify my valuation and I generally came inside of five to ten per cent.

Q. Did you have any verification of your valuation of this property? A. I am not sure that I did; but some times the directors might have a verification of my figures.

Q. How much would you give for that property if you was buying it? A. Well, that is a question that is hardly fair. I am not buying any property, that or any other kind just now.

Q. But you have bought property? A. Yes, sir, I have bought a good deal of property.

Q. And you have sold a lot? A. Yes, sir.

Q. What would you give for it if you had an opportunity to buy it, what would be your highest figure? A. If a man came to me and asked me my advice as to what he ought to pay for a piece of property of that kind?

Q. Yes. A. I would tell him about fifty thousand dollars.

Q. No more than fifty thousand dollars? A. Recommending him to pay, no. If I had it for sale I would want more.

Q. But if you got fifty thousand dollars you would get a fair price, wouldn't you? A. Yes, and I consider that there would possibly be something in it for the man who bought it.

Q. Well if that is so why didn't you grant Beaumont more of a loan than thirty thousand dollars? A. Because there is a possibility that the building might not fill up and I preferred a safe conservative valuation.

Q. Then you have several kinds of valuation—a loan value and a buy value and a selling value? A. No, sir, there are two values—one is what you will sell for and one is what you will buy for.

Q. What value have you on the house? A. For a purchasing value I would say fifty thousand dollars.

Q. What about the selling value? A. I would try to get more.

Q. Well how much? A. That is a question. If you take it by the value of the rentals of the property I would value it at fifty-five to fifty-eight thousand dollars.

Q. What would the rentals be? A. I believe on an average of about sixty dollars an apartment.

Q. And that is how much a year? A. $480 a month—very nearly six thousand dollars.

Q. What per cent. would it bring? A. That would bring ten per cent. on sixty thousand dollar valuation. At sixty dollars an apartment they ought to get sixty thousand dollars for it.

Q. How long do you think the owner could keep from foreclosure at the rate of sixty dollars an apartment? A. Well, they will have a sinking fund to pay off the mortgage, if it is properly handled.

Q. Do you think that sixty dollars is a good rental for any of those apartments? A. That is conservative; they ought to be worth that and more.

Q. Then all through you had two or more values—a conservative value and a selling value and such things? A. You make application for a loan say of ten thousand dollars, that is what you say it is worth. It may have that valuation, but I would not put a valuation of over eight or nine thousand dollars on it. That is what I call a conservative valuation.

Q. How much did Mr. Beaumont say this house was worth when he made the application for the loan? A. I can't recall that.

Q. He said it was worth more than fifty thousand dollars? A. Yes, sir, I wouldn't be surprised.

Q. Then as I understand you, Mr. Landrine, when you put your appraisement on that house for the purpose of a mortgage loan you put the appraisement of forty thousand dollars on it considering that a very conservative value? A. I generally try to get five or ten per cent, if possible, under what might be the extreme cost of construction. If I said forty thousand dollars I suppose I wouldn't be surprised at the time I got all through with everything it might cost more than forty thousand dollars. There might be extras, and we couldn't always count them. It is the rule in almost all instances. We are careful about it. I recommend a sixty per cent. loan on that basis. We will take a basis of valuation to satisfy the owner. You say it is worth sixty thousand dollars. We don't want to hurt the owner's valuation. Well, we say all right, but we might not think so and we loan you fifty per cent. of the cost and we will give you thirty thousand dollars.

Q. Did you know that the Provident Institution for Savings, where an application was made to them for a twenty-five thousand dollar loan on that building and they would only loan twenty thousand dollars? A. No, sir.

Q. Did you know that the Title Guarantee & Trust Company after seeing the plans and specifications, would only loan fifteen thousand dollars? A. No.

Q. Did you know that the Hudson City Savings Bank declined to make a loan? A. No.

Q. Did you know that the neighborhood had been raked and scraped to secure a loan and they were turned down in all directions? A. No.

RE-DIRECT EXAMINATION BY MR. LEWIS:

Q. If you in your best judgment thought that the Savings Bank when it loaned twenty thousand dollars or the Title Company when it loaned fifteen thousand dollars was loaning it on a far different basis of valuation of property than you had valued it at, and that possibly you had made a great mistake in your valuation, would you feel like notifying your company to call the mortgage or ask for its reduction? A. That is why I ask the gentleman why he asked that question. That is a very dangerous question to ask me on account of the mortgage. If the Bergen and Lafayette Trust Company had made a loan that other institutions had turned down, an application for a loan of ten, fifteen, twenty or twenty-five thousand dollars, they might have to say Mr. Landrine, you have made a very big mistake and we had better get from under.

RE-CROSS EXAMINATION BY MR. DECKER:

Q. Have they ever said that in your case? A. They have passed the loan and they have not asked for payment of the mortgage or reduction of the loan.

Q. You don't think you have made a mistake, do you? A. No, sir.

Q. And you think you are conservative? A. Yes, sir; I think the valuation I put on there stands to-day.

Q. Have you ever after putting a value on a property had them afterwards come to you and said, "Here Mr. Landrine, you made a mistake," and they called the mortgage? A. No, sir. There is one that I told them they had better hedge.

Q. Suppose somebody went to the bank and recommended that they call this mortgage in, what would you say? A. I think I would look at the condition concerning the mortgage. Why would they call it in?

Q. Because the value is not there. A. If I thought it was being depreciated. If I thought the value was depreciated on this particular piece of property so that it depreciated the Trust Company mortgage I would recommend some reduction of the mortgage or the mortgage being paid off.

Q. Suppose somebody came and recommended that the mortgage be called, what would you think about the value? A. I might look into the reason of the recommendation.

Q. Then you would go and examine the house, wouldn't you? A. If I was requested to, yes, sir.

Q. If somebody went to the directors of the bank and told them that their thirty thousand dollar mortgage was not safe and you were appointed to investigate the matter, you would go and look through the house, would you not, and you would examine the house and you would examine the neighborhood? A. Yes, sir, if requested.

Q. And investigate it very thoroughly? A. Yes, sir.

Q. And then you would go back and tell the bank, wouldn't you? A. Yes, sir.

Q. Why didn't you do that before you came down here to testify as to the value to-day? A. In the first place I was not just so sure just what testimony was expected—

Q. You have not been in the house? A. Not since this controversy was on—not since I was subpoenaed.

Q. When were you in the house? A. At the time the loan was made.

Q. That was about three years ago? A. Yes, sir.

By Mr. Lewis:

Q. Are you here under subpoena? A. Yes, sir.

Q. Did you have any interview with me on this subject? A. No, sir.

Q. Except here before the Master? A. I have not seen you since.

Re-Cross Examination Continued:

Q. Who have you interviewed? A. I have not interviewed anybody; but Mr. Beaumont was up to my place and said he would like me to go and take a look at the building.

Q. And you went and looked at the building? A. Yes, sir, I looked at the outside of the building at the general construction.

Q. Why didn't you go inside? A. If I thought that it would be required I would have gone inside.

James A. Gahagen, a witness on behalf of the defendants, being duly sworn according to law, testified as follows:

Direct Examination by Mr. Lewis:

Q. Mr. Gahagen, where do you reside? A. 2545 Boulevard, Jersey City.

Q. And your business? A. 217, 219 and 221 Adams Street, Hoboken, mill business.

Q. How long have you been in that business? A. My grandfather started it in 1857.

Q. And you commenced with him and succeeded

to the business? A. My father did and I am the third.

Q. And you have been in it for yourself since 1867 as I understand you? A. 1857 my grandfather started, and I have been actively connected with it for twenty-six years now.

Q. Do you know where the Beaumont Apartment house on the Boulevard, Jersey City, is? A. Yes, sir.

Q. Are you familiar with that building? A. Not very.

Q. Did you furnish any dressers for that building? A. Yes, sir, eight sink closets we call them.

Q. And when? A. Well I should judge around the first of November. The shop ticket says October 23rd, 1913.

Q. There was just one item you had? A. Yes, sir, eight sink closets.

Q. What did you charge for them? A. Seventy-six dollars.

Q. Did they lack anything? A. Hardware, erecting and painting.

Q. Well who erected them, did you? A. No, sir, we furnished the closets and delivered them.

Q. And for that you charged what? A. Seventy-six dollars.

Q. And you received that? A. Yes, sir, I was paid.

Q. Now how were they constructed? A. According to the detail.

Q. I show you detail drawing and ask you if that is the detail or a copy of the detail by which they were constructed? A. Yes, sir.

Q. This detail here shows inside doors; is that one dresser? A. Yes, sir.

Q. With four doors? A. Yes, sir, four single doors.

Q. And then there were seven other dressers just like that? A. Yes, sir, seven other just like that. They had one end and return for the crown.

Q. Is this the detail of the dressers? (Handing witness drawing.) A. Yes, sir, that is the detail.

(Detail offered in evidence and marked Exhibit D-77.)

Q. You are accustomed to making dressers? A. That is part of our business; we have been doing that ever since we have been in business.

Q. Was this a poor job? A. Not with the inspector that Mr. Beaumont had on the job it was not, because he was a pretty hard inspector.

Q. There has been some testimony here offered in this case criticizing those dressers as being made by a poor carpenter; what have you to say as to that? A. I saw them before they were sent to the job, as I see almost every job, and they were as good as could be done. It was a cabinet job, and for the ordinary closet for a building it was a good job. The sashes were all beaded in, according to the detail and held with glue, where in most closets we just put in putty.

Q. Was there any reason for setting them up to the height that they were set? A. Well that would be up to the man who constructed them, but the average height is five feet six. These were placed up over the sink and the average woman is about five feet three and this just allows for headroom.

Q. Do you know what height these were? A. No, sir, I don't know anything about that. I just have my mill construct them from detail. They were made out of No. 1 white wood.

Q. And you contracted for them and charged for them? A. Yes, sir.

Q. And you think they were well made? A. Yes, sir.

Q. Out of suitable material? A. Yes, sir A-1 material, white wood.

CROSS EXAMINATION BY MR. DECKER:

Q. When did you see them last? A. I have not seen them since they left my shop.

Q. You have not seem them since they have been erected? A. No, sir.

Q. So when you say that they were good and first class you mean they were good and first class when they left your shop? A. Yes, sir, that is what I mean.

Q. You are not responsible for them after that? A. No, sir.

Q. And if a third rate carpenter put them up that is not your fault? A. No, sir, because they are all made and it is up to them if they have a third rate carpenter.

Q. Couldn't the painter made a bad job? A. I can't say anything about that because I didn't go look at them.

Q. But couldn't the painter make a bad job? A. Anybody could make a bad job.

Q. You sold them for what? A. $9.50 each.

Q. What is the glass worth in each closet? A. It would be hard to state just at present the price of glass; the present price and three years ago is quite different.

Q. What was it in 1913? A. They took about a 12 by 20 glass.

Q. How many glass in each? A. There was two lights in a door and four doors in each closet.

Q. What was the hardware worth? A. I don't know about that.

Q. What was the painting? A. I don't know.

Q. How long would it take to set one of them up? A. That I wouldn't say, because I wouldn't know. One man may put them up in one time and another man longer.

Q. I mean an ordinary carpenter? A. I wouldn't want to say, because I wouldn't know.

Q. You had no trouble in delivering them, did you? A. No, sir.

Q. You said that Mr. Beaumont had a very sharp inspector there, didn't you? A. Yes, sir.

Q. How did you know he was a sharp inspector? A. Because I have had occasion at different times to talk to him and I know if things was not right he would not take them—he would send them back.

Q. What did you get back? A. I didn't get anything back on that job, because I didn't do anything only those closets.

Q. You didn't get anything back from this job? A. No, sir.

Q. What did you get back from any job? A. There was one little thing in the house next door that the superintendent didn't think was just right and he sent it back and I agreed with him.

Q. What else did you get back? A. That was all.

Q. What was that one thing? A. I don't know; some small panel.

Q. Who was the inspector? A. I think his name was Pritz—a small fellow.

Q. What else did you have for Mr. Beaumont? A. The Glen Ridge Church.

Q. Was anything returned there? A. Nothing, unless it was the architect's fault.

Q. Was the same inspector there? A. Yes, until he fell and hurt himself.

Q. What happened to him? A. He fell and broke his leg.

Q. So because he sent back a panel from the corner house you think he was a good inspector; is that what your opinion is based on? A. Yes, and he came down and looked at them before I sent them up.

Q. He came to your shop and looked at them? A. Yes, sir.

Q. You think that is something the ordinary inspector doesn't do? A. No, sir, even the architect doesn't do that as a rule.

Q. That is something the ordinary architect doesn't do? A. Yes, sir.

Q. If you had sent poor dressers to the job, they could have sent them back to you? A. Yes, sir.

Q. Why did he come down to your shop then? A. They were in a hurry for them and he came to see.

Q. So he didn't come to inspect them? A. Yes, sir, he came to the shop; he said Mr. Beaumont had sent him there.

Q. Because he was in a hurry for them? A. Yes, sir, he was in a hurry for them.

ADJOURNED until Wednesday, January 26th, 1916, at 2 P. M.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant.

and

G. B. BEAUMONT COMPANY,

Defendant.

On Bill, &c.,

Continuation of the hearing of the above-entitled cause this twenty-sixth day of January, nineteen hundred and sixteen, at two o'clock in the afternoon, pursuant to adjournment.

CHARLES SANDERS, a witness on behalf of the defendant, being duly sworn according to law, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Sanders, how old are you? A. Thirty eight.

Q. And your business? A. Bricklayer by trade.

Q. How long have you been a bricklayer? A. Since 1892.

Q. Have you been employed as bricklayer by the G. B. Beaumont Company? A. I have.

Q. Were you engaged in the construction work done upon the Beaumont Apartment house on the Boulevard, in Jersey City? A. I was.

Q. In what capacity were you doing work there or employed there? A. Foreman mason.

Q. Then you had charge of the construction of the walls of the Beaumont building as such foreman? A. I had.

Q. And did you have any one assisting you as foreman? A. No, sir.

Q. Did Mr. Deacon work on the walls? A. He did.

Q. What is his business? A. Bricklayer.

Q. Did he work on the walls along with you? A. He did.

Q. And at times did he take the foremanship in case you was absent for a short period? A. He took my position for a short time.

Q. So he was in the nature of helper to you as chief foreman brick layer? A. Yes, he was.

Q. What is the thickness of the outside walls of this building? A. Well, they are various thicknesses.

Q. Well, take the side that is on the west or northwest? A. I think they are twelve inches on the upper stories.

Q. And how much on the lower stories? A. As far as I can recall about sixteen inches.

Q. You had occasion to look at the plans in the construction of the building to see about the walls and see how they were to be put up—you saw the plans? A. Yes, sir; I did.

Q. And also you knew about the specifications in connection with the brick work? A. Yes, sir; I did.

Q. And were the walls and the brick work put up in accordance with the plans and specifications? A. They were.

Q. Now, what kind of work was done—say that northwesterly wall—what kind of workmanship was done on that wall in the construction of that wall; was it good or bad or indifferent? A. It was good.

Q. How were the bricks laid—with what? A. Cement mortar.

Q. And were they well slushed? A. Yes, sir; they were.

Q. About how many buildings have you been employed on as bricklayer and as foreman also? A. Well, the number is quite large.

Q. Well, how many years have you been engaged at it? A. Well, I have been out of my time—out of my apprenticeship since 1896.

Q. Well, was the work done on this building in the construction of its walls, and especially the construction of the north west side wall—was that work inferior? A. It was not.

Q. Was the material in any way inferior? A. It was not.

Q. Was the mortar inferior? A. It was not.

Q. You were right on the job all the while, were you not? A. No.

Q. Well, when were you away? A. I was away a short time.

Q. At what part of the construction of the building were you away from it? A. About going on the fourth floor.

Q. Who was in charge then? A. After I left Mr. Deacon.

Q. This Mr. Deacon who is here? A. Yes, sir; this Mr. Deacon.

Q. Then as I understand, you claim to have had a long experience in the construction of brick walls? A. I have.

Q. And because of your experience you claim to know when a wall is well constructed? A. I do.

Q. And in your judgment were these walls well constructed? A. They were.

CROSS EXAMINATION BY MR. DECKER:

Q. The outside walls of the building are all at least twelve inches in thickness? A. Not all.

Q. Are there any less than twelve inches in thickness? A. No, sir; the upper stories are twelve inches.

Q. Well, there are none less than twelve inches in thickness? A. Not exterior walls.

Q. Where they are twelve inches in thickness there are three bricks laid lengthwise? A. Yes, you could explain it that way—three side by side with a joint between.

Q. What do you mean by a joint? A. A joint of mortar.

Q. The bricks are laid that way and every once in a while a brick is laid crosswise? A. Every sixth course.

Q. As I understand the middle brick is covered with mortar? A. In the majority of cases.

Q. Not in every instance? A. Why mostly every instance, yes.

Q. Covered on six sides? A. Yes, the wall being slushed.

Q. What do you mean by slushed? A. With plenty of cement.

Q. Between the brick? A. Yes, sir; between the inside and outside four inches.

Q. Here is the outside brick and here is the inside brick and here is the middle brick (indicating); where do you put the mortar? A. In here —right in here (indicating on paper).

Q. All the way down? A. Yes, sir; all the way down.

Q. That is between the brick? A. Yes, sir.

Q. And then do you put the mortar on top, too? A. Yes, sir; on top.

Q. Of all three brick before you lay the next course on it? A. No, we do not.

Q. What do you do? A. We run up outside four inches a certain height and then when we

back up the wall the inside four inches is run and the interior between the outside and the inside is filled with mortar and the bricks are bedded thoroughly in the mortar.

Q. And the same principal of construction is followed when you have four bricks in a wall, is it not? A. Yes, sir; it is.

Q. A brick is four inches wide? A. Yes, that is about the uniform size.

Q. The kind of brick that you used on that building was four inches? A. Yes, sir.

Q. Have you thought how the water manages to get through the wall? A. The natural suction of the material used in the wall.

Q. A brick wall will absorb water, will it not? A. Yes, it will.

Q. Will cement mortar absorb water? A. Yes, it will.

Q. Will a wall from twelve to sixteen inches in thickness thoroughly slushed absorb enough water so that the water will go right through the furring and through the plaster on the wall? A. It will.

Q. What is the cause of that? A. The wind pressure generally.

Q. Now, tell me where there are such walls that have done that? A. Where that has occurred?

Q. Yes. A. Why, in the majority of buildings that occurs.

Q. Tell me some cases from your own knowledge where that has occurred? A. Well, I can't just give you the addresses.

Q. Have you even seen a wall that the water came through? A. Which wall?

Q. Any wall? A. Yes, I have.

Q. A twelve-inch wall? A. Yes, sir; twelve inch wall.

Q. That you built yourself? A. No, but I have worked on them.

Q. Did you ever build any walls where the water came through? A. Yes, I have.

Q. Where? A. Why, in Passaic and Paterson and New York.

Q. Where in Passaic? A. Why, in the Botany Mills.

Q. How thick was the wall? A. Twelve inches thick.

Q. How much water came through them? A. Why enough to be seen on the face of the wall.

Q. Was the inside of those walls just plain brick? A. No, they were slushed with mortar.

Q. Have you furring on them? A. No, sir.

Q. And where in Paterson? A. Also in mills.

Q. What mills? A. I can't say now just the name.

Q. Where in New York? A. Why, up town.

Q. Where? A. Around the neighborhood of 125th Street.

Q. A mill? A. No, a residence.

Q. What kind of residence? A. An apartment.

Q. How high an apartment? A. About five stories.

Q. And how thick were the walls? A. I judge twelve inches.

Q. Didn't you build them? A. No, I didn't.

Q. Did you work on the Botany Mills? A. I did.

Q. And did you work on this building in Paterson? A. I did.

Q. When did you see the water come through the walls of this building in New York? A. After a rain.

Q. When was that? A. I don't recollect the date.

Q. How long ago? A. Possibly fifteen years ago.

Q. Did you use cement in this place? A. Yes, they did.

Q. Didn't they use lime? A. Also lime.

Q. Don't you know that cement has not been on the market for general construction for fifteen years? A. It has.

Q. Portland Cement? A. It has.

Q. What brand? A. German brand.

Q. What was the name of it? A. Dykerhoff.

Q. What other brand? A. I can't say just now.

Q. Any domestic brands? A. Yes, sir; there was.

Q. What domestic brands? A. Why, Atlas.

Q. When did the Atlas come on the market? A. I can't give you the exact date.

Q. About how long ago? A. About fifteen years ago.

Q. What other brand? A. On the market at that time?

Q. Yes. A. As far as I can recollect Dragon cement.

Q. When did that come on the market? A. That I can't say.

Q. Of Portland Cement? A. Yes, sir; Portland Cement.

Q. What steps do you take to prevent water from coming through a wall? A. As a rule generally paint it.

Q. Which side, the inside or the outside? A. The exterior.

Q. Have you ever put up walls—brick walls that water has not come through? A. Why, where they are not exposed.

Q. Well, where they are exposed? A. Yes, water comes through occasionally.

Q. Have you ever put up any brick walls that have not been exposed that the water has come through? A. I have not seen all the walls that I have constructed after they were finished.

Q. Have you ever seen any walls that you have built that the water has not gone through? A. Why, yes.

Q. What kinds of walls were they—dwellings or factories? A. Dwellings and factories.

Q. How thick were they? A. Twelves inches.

Q. What is the reason for the water not going through those walls and going through other walls that you built? A. Well, these walls are not in an exposed position.

Q. Then water goes through every brick wall that is exposed? A. Not always.

Q. What is the reason for it not going through? A. Sometimes a different class of brick used on the exterior.

Q. So it all comes down to a question of how you construct the wall? A. No, sir, it doesn't.

Q. Why not? A. It all depends on the material used and the wind pressure.

Q. But you have built walls that the water has not gone through? A. Yes, sir; I have built walls that the water has not come through.

Q. And you have built walls that the water has come through? A. Yes, sir.

Q. And has your workmanship been just as good in each case? A. Yes, sir; just the same.

Q. So then it is the difference of the material is it not? A. No, it is not.

Q. Well, what is it? A. It is due to the elements.

Q. Can't you build a brick wall that is exposed that the water will not come through? A. It all depends upon where it is to be built.

Q. I am asking you if you can build an exposed brick wall that the water will not come through? A. No, sir.

Q. You can't build such a wall? A. No, sir.

Q. Can anybody build such a wall? A. They can't.

Q. Nobody can build that kind of a wall? A. No, sir.

Q. How long did you work on this building? A. Do you mean the full time?

Q. No, when did you commence and when did you finish? A. I started at the foundation.

Q. When was that? A. As far as I can recollect around March.

Q. The early part or the latter part of March? A. I would not be positive at this present time.

Q. But it was in March? A. Yes, sir.

Q. When did you finish? A. Why, we didn't finish until late in September, as far as I can recollect.

Q. What was the last work you did there? A. Why, I think it was cement sidewalks.

Q. What wages did you receive there? A. Six dollars per day.

Q. Did you get six dollars a day or were you paid by the hour? A. By the week.

Q. That is you received thirty dollars a week? A. More.

Q. Thirty six dollars a week? A. Yes, sir.

Q. How many men did you have working for you there? A. Various amounts at different times.

Q. What was the reason for having different numbers of men? A. To keep down the cost of construction.

Q. When you had work to do you hired the men to do it? A. Yes, sir; we did.

Q. What was the reason for having more men

one time and less another time? A. Sometimes we had a chance to work more men and when we had a portion of the building up we would stop.

Q. What was the largest number of men you had? A. Possibly fifteen or sixteen bricklayers.

Q. What was the wages of the bricklayers? A. Sixty five cents per hour.

Q. Did you have any hod-carriers? A. Yes, sir.

Q. How much did you pay them? A. I think they were paid $2.80 a day.

Q. Where do you live? A. East Rutherford— 880 Paterson Avenue.

Q. Were you subpoenaed here? A. No, sir.

Q. How did you come to get here? A. I was asked by Mr. Beaumont to come here.

Q. And do you work for Mr. Beaumont? A. I am now.

Q. You are working for him now? A. Yes, sir.

Q. And you talked to him about what you was going to testify to? A. Only in a general way.

Q. He told you why he wanted you to come here, didn't he? A. Yes, yes; he did.

Q. He told you that rain water could go through a wall, didn't he? A. No, he didn't.

Q. Didn't he say anything about that? A. No.

Q. What did he say? A. About what?

Q. About this wall in the Beaumont Apartment house? A. He didn't say anything about the wall only generally speaking.

Q. What did he say generally? A. He asked me my opinion in regard to twelve inch walls and whether it could be built water tight and I told him what I tell you—no.

Q. Did he tell you that the wall of the Beaumont Apartment house was not water right? A. No, he didn't tell me that it was not water tight.

Q. Did you know it was not water tight? A. No, I did not.

Q. When did you find out it was not water tight? A. When Mr. Beaumont told me.

Q. Then he did tell you it was not water tight? A. After we had a conversation about the water tightness of the wall.

Q. What would it cost to make that wall tight on the Beaumont Apartment house? A. I can't say.

Q. What would it cost to put a layer of cement over the two sides and back walls of the building? A. I can't say.

Q. Don't you know? A. No, I do not.

Q. Is not that in your line of work? A. No, sir; it is not.

Q. You have done cement work? A. Only on floors

RE-DIRECT EXAMINATION BY MR. LEWIS:

Q. Do I understand you to say then it is the pressure—the wind pressure that causes the water to pass through the brick and causes the walls to leak? A. Yes, sir.

Q. Then where a building is exposed to a strong wind in stormy times it would be likely to leak some, would it not? A. Yes, sir.

Q. Suppose the walls had been painted on the outside some considerable time after the completion of the building when it was proper to paint them, would that have a tendency to stop the leaking? A. Yes, that would have a tendency to stop the water from going through.

Q. When you said that you couldn't construct a twelve inch wall that the water would not go through in a storm when there was a hard wind pressure, what kind of material did you have in

mind as to the brick; was it the ordinary common brick or some specific brick? A. Ordinary common brick.

Q. And your statement is to be confined to that kind of brick then? A. Yes, sir; it is.

Q. Was that the kind of brick that was specifically required for this building? A. Yes, on the two sides and the rear walls.

Q. So it was the ordinary common brick with which these walls were built? A. Yes, sir.

Q. And they were in accordance with the requirements of the contract and the specifications? A. Yes, sir; they were.

Q. And it was that kind of brick that you had in mind when you said that a wall couldn't be built that the water would not come through under heavy wind pressure? A. Yes, sir; because of the brick.

RE-CROSS BY MR. DECKER:

Q. What would you say of a brick wall built of common brick eight inches thick that is exposed to the west, if I told you that the water never came through that wall? A. It might so happen that the water didn't come through the wall.

Q. Why would it happen that way? You have said that a wall couldn't be built of common brick and be exposed unless the water came through. A. Providing there is pressure.

Q. If I told you that the wall that is eight inches thick and exposed to the west where the water won't come through, no matter what the wind pressure, what would you say about that? A. Well, I can name walls myself where the water has not come through.

Q. Built of common brick? A. Yes, built of common brick.

Q. And exposed to wind pressure? A. No, sir.

Q. I told you that this wall was exposed so that the wind would strike it? A. Yes.

Q. What would you say about that wall? A. How do you know the water has not come through it?

Q. Because I have lived in the house for four years. Now tell me what you think of that wall? A. Well, there was no pressure there.

By Mr. Lewis:

Q. You have not seen that wall, have you? A. No, sir.

Q. And you don't know what it is constructed of? A. No, sir.

Re-Cross Continued:

Q. Did you tell me there couldn't be such a wall? A. Couldn't be such a wall as what?

Q. As I have described to you. A. Not water proof?

Q. Yes. A. Why it can remain dry, but when it came to water driving in it is not possible to make it water proof.

Q. Do you mean that the difference between dryness and water proof is that the wall will absorb water but the water won't go through—is that what you mean? A. A dry wall will absorb water.

Q. Will that water go right through? A. Yes, it will eventually.

Q. What do you mean by eventually? A. In the course of a long period.

Q. How long? A. Well that is all up to the elements.

Q. Take a wall built of common brick that is exposed and it is subject to wind pressure and to

storm for two hours, will the water go through that wall? A. It might.

Q. Will it ordinarily? A. Sometimes.

Q. Well when won't it go through? A. When there is no pressure.

Q. I told you of a case where there was pressure for two hours; if it stormed for two hours would the water beat through? A. Yes, it will in some instances.

Q. If it should storm for one hour would the water beat through? A. Well if it is a driving storm it might and it might not.

Q. If it should storm for half an hour will the water go through the wall? A. I don't think so.

Q. So that a common brick wall will resist a storm that lasted for half an hour and the water wouldn't get through it? A. I don't think it would.

Q. But if it lasted more than half an hour it is likley to go through? A. Yes, it is.

Q. That applies to every wall of common brick that is exposed? A. In the majority of cases, yes.

Q. What case can happen that will be an exception to that? A. Where the wall is protected.

Q. But where it is not protected the water will go through? A. Yes, it is liable to at any time.

Q. And that applies to every wall? A. In most cases, yes.

RE-DIRECT BY MR. LEWIS:

Q. When you say in most cases do you mean by that in cases where it is exposed to high wind pressure? A. Yes, any building.

Q. And you don't mean to say that it would apply where there is no wind pressure? A. No, sir.

Q. When you speak of its standing the pressure for half an hour before it would go through, what

explanation do you make of that, as to the courses of brick say in this wall twelve inches thick? One course of brick—the first course outside that would have to absorb itself full of water before it could enter to the next brick? A. Yes, sir.

Q. And then the next brick would have to absorb itself full of water before it would enter the inside row of brick? A. If the wind was that strong.

Q. And some of it would go through on the inside? A. Yes, sir.

Q. And that is your explanation of why it might stand a pressure for half an hour and would show no leak? A. Yes, the brick containing the dampness.

GEORGE B. DEACON, a witness on behalf of the defendants, being duly sworn according to law testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Deacon, how old are you? A. Sixty two.

Q. And your business? A. Bricklayer.

Q. How long have you been a bricklayer? A. Since '76.

Q. Are you a master mechanic? A. Yes, sir.

Q. How long did you say you had been employed in the business of bricklayer? A. Since the spring of '76.

Q. And did you work on this Beaumont Apartment house in Jersey City? A. Yes, sir.

Q. As bricklayer? A. Yes, sir.

Q. Did you have charge of the bricklaying and the construction of the walls there in the absence of Mr. Sanders? A. I did.

Q. Were you also engaged in laying brick there while Mr. Sanders was in charge? A. Yes, sir.

Q. And he was the foreman then as I understand it? A. Yes, sir.

Q. And in his absence you took the position of foreman? A. Yes, sir.

Q. What class or kind of brick were the walls constructed of? A. The ordinary common brick.

Q. Were they good brick? A. Yes, sir.

Q. With what material were they laid? A. Cement mortar.

Q. What was the character of that,—good or bad or poor or indifferent or what? A. It was first class.

Q. Were those brick laid in that wall well slushed? A. Yes, sir.

Q. In all the work that you saw being done there? A. Yes, sir.

Q. And in that particular part of the work of which you was foreman at the time you was foreman? A. Yes, sir.

Q. Did you consider the walls as erected done in a workmanlike manner? A. Yes, sir.

Q. And good workmanship? A. Yes, sir.

Q. Were they in your judgment as a competent bricklayer put up as they ought to be? A. Yes, sir, put up properly.

CROSS EXAMINATION BY MR. DECKER:

Q. You never did anything but a first class job in your life, did you? A. I wouldn't say that.

Q. Did you ever do a poor job? A. I might have done it, yes.

Q. Did you ever hear of it after you did it? A. Not much.

Q. You never got any complaints? A. Very little.

Q. And you think this is a fine job? A. I think it is a good job, yes, sir.

Q. I said a fine job? A. Well it is a good job.

Q. Not a fine job? A. Well you can say fine if you want to.

Q. But do you say fine? A. Well I will say fine.

Q. It couldn't be any better, could it? A. Hardly.

Q. Do you work for Mr. Beaumont now? A. No, sir.

Q. How long since you worked for him? A. On that job on the Boulevard.

Q. You have not worked for him since? A. No, sir.

Q. How did you come to get here to-day? A. Because my job foreman here asked me to come here.

Q. You are working for this man now, are you? (Indicating the last witness.) A. We were working together on the job I am on now.

Q. And he told you that somebody was saying mean things about this Beaumont Apartment house? A. No, sir, he didn't tell me anything about it, any more than he wanted me here about the Beaumont Apartment house, if I would come and so I volunteered to come.

Q. You didn't know that anybody was saying a lot of mean things about the Beaumont Apartment house, did you? A. No, sir.

Q. You would not believe it if you did hear it, would you? A. No, sir, I wouldn't, because it was a good first class job.

Q. Well it couldn't be anything else but a first class job? A. Well not with the material that was used.

Q. And the men that worked on it? A. Yes, the men that worked on it, and I am proud that I worked on it.

GREENBERRY BEAUMONT, heretofore sworn, recalled in rebuttal, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Beaumont, in the construction of the Beaumont Apartment house how many sub-contracts did the G. B. Beaumont Company have? A. Why I don't remember just how many.

Q. Just look at the list of exhibits and see if that refreshes your memory? A. I believe we have offered in evidence copies of the sub-contracts where such contracts were in writing.

Q. I have fifteen marked here. Were the materials furnished and the work done under those various sub-contracts in accordance with the specifications of that building? A. Yes, sir, in accordance with the plans and specifications.

Q. During the construction and during the work performed by these several sub-contractors in the construction of the building were you there frequently to see that the material furnished and the work done was in accordance with the undertaking of these sub-contractors and in accordance with the specifications and plans and the contract? A. Yes, sir, I was there and inspected the work very frequently and went over it in detail as I generally do, following up the work.

Q. Mr. Robertson was asked by counsel "Is that building erected in a good workmanlike manner", and his answer as recorded was "Well it is kind of shoddy; it is not the best class of work"; what have you to say to that statement? A. My opinion is that the work is first class and done in a workmanlike manner. We had a very good class of mechanics on the job—the best that we could hire and I believe all Union men.

Q. One of the witnesses was asked by counsel

to specify an instance in which it was not the best class of work, and his answer was "You take the oak flooring, that oak flooring is just cheap oak flooring"; what have you to say to that? A. I would say that if the man was testifying to his absolute belief, that his judgment of oak flooring was very poor, as the oak flooring in this particular floor is what we call clear white oak flooring, which has a two inch face and is 13/16 of an inch thick, and it is tongued and grooved on sides and ends.

Q. (The Master) How was the floor laid,—straight across? A. Why it is laid with a border of the same material.

Q. A border of the same material? A. Yes, sir.

Q. What depth of border did you make? A. I think on that floor it is about ten inches.

Q. And then straight work? A. Yes, sir, in between. The floor was laid by Union men and was scraped,—it was planed and scraped by Union carpenters. When we say planing of oak flooring that simply means in laying the floor the ends and sometimes the edge may project one board above another and we plane it so as to strike that off—that uneven edge, so that when we start to scrape a floor the scraper won't jump when it strikes an offset.

Q. Did you have any red oak in that floor? A. None that I know of.

Q. Did you have any quartered oak in it? A. Why there is a certain amount of quartered oak that will run with the plain oak, but that is just as it happens to strike the log in sawing.

Q. Was there any rubbish in that floor? A. There was not.

Q. Mr. Rowland was asked by counsel what kind of oak floors they were, and his answer was

that "They were everything,—red oak, a little quartered oak and oak rubbish"; was he correct in that or not? A. I would say that a great deal depended upon what Mr. Rowland called oak rubbish. If he calls a good first class floor rubbish, there may be some truth in his statement, but to my understanding there is no truth in his statement,—that is the part where he refers to rubbish.

Q. Was the oak flooring which was used in the building in accordance with the specifications and the contract? A. It is one grade better than the specifications provided for.

Q. Please explain that? A. The specifications, if I remember correctly, call for selected plain oak, and the floor there is a clear plain oak, which is the next grade better, and it was because I was able to buy it at that time at what I thought was a reasonable price, and we put it in in place of selected oak.

Q. Was that for the purpose of making a better job? A. For the purpose of securing better material so long as we could easily secure it for the same price as we could the other.

Q. How do you consider that floor—that is as to the character of the work,—is it poorly laid or well laid or how? A. I consider it very well laid, —laid in a workmanlike manner.

Q. Do you consider then in your judgment as a mechanic and a contractor and in your experience in building that the criticism that it was poorly laid was a just criticism? A. Very unjust I should say.

Q. It was said by Mr. Robertson in answer to a question put to him respecting the flooring that the flooring is the cheapest you can buy of the kind; is that correct? A. Well I don't know

just what Mr. Robertson would mean by cheapest of the kind; that is clear plain oak flooring.

Q. Could you buy cheaper oak flooring than you put down in that building? A. Yes, sir, but not of this grade,—not of the grade that was used.

Q. Then would you consider his idea correct when he said the flooring was the cheapest you could buy of the kind? A. No, I would not consider it correct, that is if he means he could buy oak flooring. In other words he is speaking of oak flooring generally.

Q. In putting down an oak floor for a building of this kind is it customary to have the strips of flooring full length? A. It is not,—it is customary to use flooring running from—when you come to hardwood flooring, flooring running from two feet up. The only time it is used in all long lengths is where some one wants a special room and is willing to pay a special price for it. I would not consider it good judgment to spend such money on an apartment house when the greater part of the floor would be covered with rugs. The object in laying an oak floor is so that people can come in and put down rugs and the part that is not covered to look presentable.

Q. Of what proportion were the short lengths? A. Well that I don't know. We take the material as delivered to us and lay it accordingly and divide it up the best we can.

Q. Did the short lengths exceed more than one-fifteenth? A. I don't think it did, because that is the rule that flooring is sold by.

Q. You heard read here yesterday at the examination one of the rules of the Lumber Inspection respecting flooring and the length of the strips; was the flooring which was delivered at the building and laid there laid in accordance and in compliance with that rule? A. Yes, sir, it was.

Q. Was the floor laid and the workmanship of it in accordance with your specifications and contract? A. It was absolutely.

Q. Of what material was the stairway constructed? A. A part of it was birch,—but I am not sure without consulting the specifications whether it was all birch or not.

Q. Birch is hardwood? A. Yes, sir.

Q. Were the stairways built in accordance with the requirements of the plan and specifications and contract? A. Yes, sir; with the exception that there was a curve afterwards put in the stairs before they were constructed,—a little change made in the stairway on the various landings above the first floor.

Q. What occasioned that? A. On account of the windows, so that it would not interfere with them or be seen from the outside. That is just merely in the rail.

Q. Some criticism was made by the witness Mr. Robertson as to the stairway, he stating that they were quite crowded for a building of that kind; what have you to say to that statement? A. In my opinion they are not; I think there is plenty of room, and they meet all the requirements of the Building Code of Jersey City and a permit was issued for the construction of the building.

Q. Are the stairways as built in accordance with the plans and specifications and the contract? A. Yes, sir, with the exception of the little curve on the landing as I have before stated.

Q. I understood Mr. Rowland to say in his testimony that the floor frames were all right. In the testimony of Mr. Robertson as recorded he stated that the miter joints of the door frames have opened somewhat: is he correct about that? A. I didn't see any joints in the doorframes that had opened. The miter in the trim have opened in

the natural shrinkage, as is customary in most cases of ordinary trim jobs. That is caused from the shrinkage of the wood.

Q. He was asked if they could have been put together in such a way as to prevent them from opening up, and he answered that they could have been put together so they would not show as much as they do now; what have you to say to that? A. I don't know of any better way to put them together than the way they were. They were mitered and glued in the mill.

Q. State anything further about the stairway that you wish to mention. A. Well Mr. Robertson I believe testified that in the boiler room the stringer was open, and as I understood it that there was not any fire proofing on the wood to prevent them from catching fire. I went to the building and examined this particularly—this particular piece of stair, to see whether or not his statement was correct, and I was unable to see any part of the stairs other than the plaster that covered underneath. The stairways were covered with plaster board the same as all the partitions up the stairways.

Q. (The Master) The string was not open so that you could see it? A. No, sir, I couldn't see it. I feel sure that this was covered with plaster board. I don't think the Building Department would ever have passed the building had such a condition existed, as they inspected the building very frequently during its construction, as they had inspectors to do that particular work. I know that the inspectors were on this building very often.

Q. Did you construct any mahogany doors in that building? A. One, the front door.

Q. Any of the inside doors mahogany? A. No, sir.

Q. Mr. Robertson was asked if he had examined the doors inside of the house and he answered "I have". He was then asked what kind of wood the doors were constructed of, and he answered "They are supposed to be mahogany"; was he correct in that? A. He was not; they are not supposed to be mahogany. They are what we call hazel wood, the same as the trim through the building. A man who is familiar with wood of various kinds can tell at a glance that hazel wood is not mahogany.

Q. Is that a good wood for doors? A. Why we use quite a good deal of it for trim work.

Q. Would you call a door constructed of that kind of wood a cheap door? A. No, sir; it is not a cheap door. We use a good deal of it because it stains nicely and makes a nice furnish.

Q. Were the inside doors, and the front door as well, in accordance with the plans and specifications and the contract? A. They are.

Q. Now these kitchen dressers which have been mentioned in the case at different times and which are marked extras; why were they placed where they were at an elevation from the floor? A. Because it was the only place in the kitchen to place them. When the plans were drawn every wall space in the kitchen was taken up. On one side of the kitchen is the range and two wash tubs and the sink and refrigerator, and on one end is the door leading to the hall and a dresser that runs from the floor to the ceiling, and on the other side is the window and the dumbwaiter and the door to the dining room, and on the other side is a window that leads out in the open and a radiator, and the range occupies part of that end of the building. After the building was practically completed some tenants asked whether or not they couldn't have a storage closet, and I talked

it over with Mrs. Shaw and she gave us an order to furnish and erect eight kitchen dressers, one in each kitchen, and they were placed at a height so that people working over the sink or tubs would not bump their heads against the bottom of it, and I think I decided that height myself. Since the testimony here a few days ago regarding the height of them I tried them to see whether I was mistaken in placing them at a proper height, and I find they are all right according to my judgment.

Q. And the space is so crowded with other things in the kitchen as I understand you that it was impractical to place the dressers on the floor? A. There is a full set on the floor.

Q. You was able to reach them? A. Yes, sir. These other dressers are used for storage of special dishes or something that would only be used occasionally.

Q. What do you say as to the character of these dressers—that is the material and the workmanship? A. I say they are very good. I looked them over particularly a few days ago to see how they look now, and considering the wear of them they look very good. They were built in the first place by a first class mill concern, Gahagen & Son, Hoboken, and were erected by a carpenter on the job—Union men of Jersey City.

Q. Where is the boiler placed in this building? A. It is placed in the side near Glenwood Avenue in the front of the building.

Q. Is there any good reason for placing it in the front of the building rather than in the rear? A. Well one reason for placing it in the front is you dump your coal direct in the coal bin, where if it was in the rear the coal would have to be carted back in order to get it in the boiler room. Another reason is if the boiler was placed in the

rear you have to use the front part of the basement for something else,—perhaps janitor's apartment, and we think it is better to look in a boiler room from the street than it is to look in the Janitor's apartment, because they have got to have their windows up in the summer time to get air, and of the two I would rather have the boiler room in front. The boiler room is on one side and the entrance to the building is on the other side and the janitor's apartment is immediately back of the entrance and the dumbwaiter; and on the opposite side the space is used for storage bins, one for each family.

Q. Then the location of the boiler is a matter of convenience and economy? A. Yes, sir, we think so.

Q. There was criticism made by one of the witnesses that the first flight of steps was a bad feature as it was right over the boiler; what have you to say to that? A. I don't see where that is a bad feature. There is one little part of that stairway that goes in the boiler room,—one corner of the boiler room, perhaps a distance of two feet six inches or three feet, which is covered with fire proof material, the same as the ceiling of the boiler room which is underneath an apartment.

Q. Well the witness referred to criticised it as unsafe because of its proximity to the boiler; do I understand you to state now that it was fireproofed to protect it against fire? A. Yes, sir.

Q. Was the boiler located in that position and the stairs built as they were in accordance with the plans and specifications? A. Yes, sir; as shown on the plans and specifications.

Q. And did the Building Inspection Bureau of Jersey City pass it in that way? A. Yes, sir, they did.

Q. As satisfactory? A. Yes, sir, they did.

Q. And permitted it to be so built? A. Yes, sir, and it is so shown on the plans and they approved it in that manner.

Q. Mr. Robertson stated in his examination that in the east wall on the third floor the walls showed dampness; I will ask you what did that come from and how do you account for that? A. The first dampness that I remember of appearing in the wall was following a storm in the early spring of 1914. I believe at that time with that storm was a wind in the neighborhood of fifty to sixty miles an hour, and that wall has a very severe exposure and it showed some dampness following that storm, and it has since shown dampness at intervals, which is nothing uncommon in a common brick wall exposed as that is. The upper part of the wall is twelve inches thick and common brick will absorb moisture.

Q. Is that the kind of brick required by the specifications? A. Yes, sir.

Q. Was the brick used a good quality of common brick? A. It was furnished by Washburn Brothers of Jersey City, and considered as being a very good common brick.

Q. Was it the best common brick that they make? A. It was.

Q. (The Master) What do you mean by the best common brick they make? A. A common brick; there are different makers of common brick, and some brick are considered a little bit better than others.

Q. There is a soft and hard brick? A. Yes, and common brick is supposed to be hard brick. There is such a thing as salmon brick but there is none used or sold in this market as far as I know. A common brick is a brick that we use for side

and rear walls and backing in the front walls and all other than front brick.

Q. Well was this a good quality of brick for common brick? A. It was very good.

Q. Suitable for this kind of a house? A. Yes, sir, it was.

Q. Was it in accordance with the specifications and the contract for this building? A. It is.

Q. Now as this wall was being constructed did you frequently see it? A. I did very frequently.

Q. And notice the work as it went on? A. Yes, sir.

Q. And the character of the work? A. Yes, sir.

Q. What was its character? A. Very good. All the men we had there and the two men just here testifying are both excellent masons. Mr. Sanders we have had with us for about three and a half years most of the time.

Q. (The Master) Was the bricklaying under sub-contract? A. No, sir, it was not.

(Witness) I am just putting him in charge of a thirteen story building of my own on 72nd Street and if he was not a good man I would not put him there.

Q. What kind of material was the brick laid in? A. You mean the mortar?

Q. Yes. A. What we call cement mortar,—1 to 3, I think the specifications call for, and a small percentage of lime in it just enough to make it trowel good, that is so it would spread itself. Mortar if it has not a little lime in it it is very hard to work and the Building Code permits a certain percentage of lime with cement of the above grade.

Q. Does it make just as good a wall as if the

lime was omitted? A. It makes a little bit better because it spreads better,—the mortar works itself together better.

Q. It makes a better joint? A. Yes, sir.

Q. As this wall went up did you notice whether they slushed it properly? A. They did; it was properly slushed and properly laid.

Q. Is it a solid wall? A. It is a solid twelve inch wall.

Q. It is not a five course hollow wall? A. No, it is not hollow, it is solid. The wall is solid and projected at each story into the face of the furring as required by the Building Code. That was to stop fire from coming up behind the furring,—that is between the bottom of the beams and the top of the beams. In the testimony the other day they wondered how the water could get through the furring. There are two reasons. One is in a case of this kind where there is a ledge one side of the wall, it gives the water a chance to penetrate in the face of the wall; and another thing is the key on the plaster, and especially down in the wall where the mortar will fall down and fill that space to a certain extent, and naturally it being the same as the mortar between the bricks it absorbs the moisture and allows the moisture to come through. Some people seem to think, and some of the witnesses seem to have testified as to mortar being water proof. Mortar is not water proof and cement is not water proof, or is concrete water proof. We have water proofed walls that are four and six feet thick, and if concrete was water proof they would not spend the money.

Q. (The Master) But a sixteen inch brick wall laid hollow at every seventh course of brick is a water proof wall? A. Well if it was hollow with enough chance for evaporation so that any water

that gets in would have an opportunity to travel down and evaporate before getting through, then it may never get through.

Q. Well is that an approved wall—a twelve inch wall—is that an approved wall? A. Yes, sir.

Q. A wall of that kind is now approved of is it? A. Yes, sir. Well for instance any wall bearing construction it depends on the height of the building.

Q. But I am not thinking of the thickness of the walls, but the method of construction,—to construct a solid brick wall and fill it in solid—is that the approved method of construction of brick houses in cities now? A. Yes, sir, they require you to fill it in solid. After a common brick wall has had time to dry out and if it is an exposed wall they paint it on the outside so as to fill the pores of the brick and the mortar.

Q. What causes the water or moisture to go through a brick wall of this thickness? A. Well in a continuing rain the wind pressure forces it through. When we were building in San Francisco a few years ago I venture to say that at one time there, there was eighty per cent. of the building in San Francisco that the water went through in the same way, just because it got so much moisture all the while and then the wind sprung up and it went through the walls. We only had one building that I remember that it didn't go through and that was because the mortar had lots of lime in it and it didn't penetrate.

Q. Were these walls furred? A. Yes, sir, they were—1 by 2 spruce furring.

Q. Was that in accordance with the specifications? A. Yes, sir.

Q. And you say these walls were built in accordance with the plans and specifications? A. Yes, sir.

Q. And you say the work was well done? A. Yes, sir, it was.

Q. And the material good? A. Yes, sir.

Q. How do you account for this dampness which is shown? A. Just as I have said before, —the fact of the rain and the wind forcing it through. If I had had surplus money the following summer after the building was built I would have painted the walls; and even without the money this last year I got bids for the painting of the walls and submitted them to Mr. Decker, Counsel for Mrs. Shaw, and I asked Mr. Decker about it personally, and I have kept calling up from that day to this. That bid also included an estimate for re-decorating the hall of the apartment. I called up Mr. Decker several times about that as to his decision in the matter and finally he said he had been away but he had left word for Mrs. Shaw to notify Mr. Lewis regarding it. He said he would take it up immediately with Mrs. Shaw and give us an answer.

Q. Then could the dampness have been stopped if the outside wall had been well painted? A. Yes, sir.

Q. Was it any part of your contract to paint that wall? A. It was not.

Q. Do contractors erecting a building under contract as a rule paint the outside walls under their contract? A. No, sir. It would not be advisable to paint a wall in a new building, because if you do that the paint would not adhere to the moist brick mortar, and it would be practically money thrown away.

Q. Did you recommend to Mrs. Shaw the painting of the outside wall of that building? A. I did to Mrs. Shaw through her counsel in August, 1915. I went to the office of Hartshorne, Insley

& Leake and took up with Mr. Decker the matter of painting the outside walls and the re-decorating of the halls and I handed Mr. Decker a bid about August 19th, 1915, which is for the painting of the outside common brick walls and for re-decorating the public hall.

Q. Did that come to anything? A. I went to Mr. Decker about September 10th and was told that he was not in and I called up Mr. Decker about September 11th and reminding him about having spoken to him about the rental of the Keyes and Shot apartment, and I followed up the giving of the bid to Mr. Decker and later Mr. Decker informed me that he had instructed Mrs. Shaw to give Mr. Lewis a decision, but as we had not had a reply he would take it up immediately and advise us.

Q. Then as I understand you you recommended to Mrs. Shaw through her counsel that the building be painted for the good of the building,—is that it? A. Yes, sir.

Q. And offered to undertake to do it? A. Yes, sir.

Q. Or to get it done? A. Yes, sir.

Q. But you were not authorized? A. No, sir, we were not.

Q. Was the painting of the outside of the building as proposed by you and the re-decorating as proposed at this time provided for in your contract or required by it? A. It was not.

Q. It was outside of it? A. Yes, sir.

Q. Will water come through any ordinary brick wall twelve inches thick when there is a sufficient wind pressure? A. Yes, sir.

Q. Will it come through cement with a wind pressure? A. Yes, sir.

Q. Will it come through concrete with a wind pressure? A. Yes, sir.

Q. Then about the only prevention where the wall is not protected by another wall,—the only prevention as I infer from your testimony would be to have the outside wall painted; is that correct? A. Yes, sir. The water comes through because the cement and concrete and the brick are porous and the painting would seal those pores.

Q. What is the surface of the front wall of this building? A. It is Fisk Golden Tapestry brick,—that is the front, and lime stone trimmings.

Q. Mr. Rowland stated that the paper in the hall and in some of the rooms showed a tendency to come off in strips; did you have anything to do with putting on that paper? A. We did not.

Q. Did you put it on? A. We did not.

Q. Was it under your contract? A. No, sir, the hall was decorated after the completion of the building, and we submitted to Mrs. Shaw's attorney an estimate for redecorating it about August of 1915, and afterwards we had a letter regarding the doing of this work from Hartshorne, Insley & Leake.

Q. (The Master) After this building was finished,—that was in December, 1914? A. About November 1st, 1913.

Q. You then had control of that house, didn't you? A. Yes, sir.

Q. And for how long? A. Well we have it now.

Q. Now you are speaking about consulting the attorneys of Mrs. Shaw; when did you begin to consult the attorneys of Mrs. Shaw about that matter? A. Well along about July and after this suit was started.

Q. It was after this suit was started? A. Yes, sir. We managed the property as we thought it ought to be, and about that time we paid I think two bills,—one for water and one to Woodhouse—a little balance.

Q. And when you refer to consulting the attorneys, that was after they had started this suit? A. Yes, sir. After paying these bills they tried to get a Receiver appointed saying that we had not deposited the money as we agreed to do among ourselves before there was any suit started and we tried to work in harmony with Mrs. Shaw the best we could.

Q. Who did have that paper put on that Mr. Rowland says appears to be coming off? A. I understand that Mrs. Shaw did.

Q. You were not in any way responsible or were the Beaumont Company? A. No, sir, we were not. I am under the impression from the figures stated in Hartshorne, Insley & Leake's letter that Mrs. Shaw has paid more money for decorating than the amount stated in our letter or the bid that I handed to Mr. Decker last August.

Q. Mr. Rowland in his testimony respecting the base in the bedrooms or in a bedroom said it was not level,—that it ran up and down, and that he discovered it by the eye but had not measured it; have you examined that matter? A. I have.

Q. Have you measured it? A. I examined the place that I understood Mr. Rowland to testify about. I measured the base on both ends and found it measured the same on the ends.

Q. And then did you conclude that Mr. Rowland's eye was at fault? A. I don't know whether his eye or his mind was at fault, but one of the two, because it is impossible for a man to look along from one end and sight over the top lengthwise of a base approximately twelve feet long and tell whether or not it is a quarter of an inch out of level.

Q. Can you see from the Boulevard the front

part or any portion of the front part of the tile roof? A. We can.

Q. Mr. Rowland, who saw this discrepancy in the base board and discovered it without measurement, says he could not see from any point any portion of the front of the tile roof and therefore criticised it as a useless expense in the way of ornamentation; is he entirely mistaken about the failure to be able to see it? A. I wouldn't say mistaken, but he is entirely wrong in his statement. I believe you can see that tile about forty eight feet across one way and running back on a slant for several feet. If he couldn't see it from across the Boulevard, I don't think he can tell when a base is a quarter of an inch out of level in a room by sighting it endways.

Q. But he spoke of one-sixteenth; that is less than a quarter? A. Mechanics who try to sight something for leveling get at right angles to anything that they are trying to get an approximate level upon.

Q. Now, Mr. Beaumont, have you a picture of the elevation of the building as it stands? A. Yes, I have.

Q. Will you produce it please? A. Yes. (Producing photograph) May I state a little more regarding that tile roof?

Q. Yes, go on and state it? A. The tile roof referred to was put there for the purpose of adding a little finish to the front of the building. I didn't want it to look like a steep pitch roof but I wanted to see so much of it, and before this roof was constructed at all I stood on the opposite side of the street and I had two temporary rafters put up and laid a board at the bottom and one at the top so that I could get that roof just where I wanted it, and so if that roof is wrong then my judgment is wrong,—it is no mistake.

Q. (The Master) What was the extra cost of this tile roofing? A. I should say around one hundred and thirty some odd dollars. The plans show slate and that was afterwards changed to tile.

Q. When was this photograph which you have produced taken—about when? A. Why it was either taken I think in the early part of 1914—as near as I can remember it was taken in 1914, the early part.

Q. (The Master) Soon after the building was finished? A. Yes, sir.

Q. Does that show any considerable portion of the tiling on the roof? A. It shows it all; it shows all the tile there is there.

Q. Do you mean on the entire roof? A. That is all the tile there is. The edge of the tile started on this ledge of the brick and runs up to the top of the roof.

MR. LEWIS: I offer this photograph in evidence and ask that it be marked.

Marked Exhibit D-78.

Q. Now going back for a minute with us to that flooring that has been criticised by witnesses; you state that that was planed; was it also thoroughly scraped? A. Yes, sir.

Q. Do you consider the workmanship of the laying of that floor good? A. Yes, sir.

Q. And is the floor in accordance with the plans and specifications? A. With the exception that it is a clear oak flooring, and it is a little better than was specified.

Q. Criticism has been made in the testimony that the cost of the extension in the rear of the building was too much and that a charge of $489.30 was an unreasonable charge for doing the work; what have you to say to that? A. That part of the work was done in connection with the

rest of the building and we estimated that amount afterwards as being a proper proportion.

Q. (The Master) That was a matter of mere figures? A. Yes, sir.

Q. That you think was reasonable? A. Yes, sir, I think so.

Q. What do you understand to be overhead charges? A. In connection with what?

Q. The construction of the building. In explanation, Mr. Robertson in his testimony spoke of overhead charges and what is included in the ten per cent profit; what do you understand in that connection to be overhead charges? A. Well, I would say that it would depend altogether on how your contract read. Very often we do work depending on the size and amount of the profits. There is a certain amount charged which covers an overhead expense as part of the cost of the building. I might in explaining that take a job we did a couple of years ago,—the bank in West Orange. Some of that was contract and there were a great many extras, and we did the extras at cost plus ten per cent., and in that was also ten per cent. for overhead expenses. On a church that we did a year ago at Glen Ridge there for extra work, of which there was a great deal, we charged for it at so much per man. I think the rate in that locality is about twenty to thirty cents more than we would pay the men. There is a rule governing that in the locality and we did our work according to the rule of the locality, which was understood in the beginning.

Q. Suppose in this case instead of sub-contracting any part of this work, you and your office help and your employes had yourselves done it, would the ten per cent. have paid you for your services?

MR. DECKER: I object to that as improper and it is an argumentative question and it is immaterial.

A. Why the ten per cent. is not intended to pay for the work,—it is profit, and this contract provides for cost plus ten per cent. All the work that the Company does or any of its employes is cost; and if it was not, I don't think the Company would exist very long, because for ten per cent. of the cost of the building you can't build the building. You must have the cost,—whatever it costs the Company.

Q. And your profit then which you intended to provide for in your contract is the ten per cent. of that cost? A. Yes, sir, absolutely. In a case like this one I don't think we could exist very long even though we got the ten per cent. in addition to our cost.

Q. (The Master) Suppose under this same contract you had sub-contracted the whole building, would you then have reckoned the total amount of your sub-contracts as the cost? A. Plus whatever work we did on it as cost.

Q. Then the profit of the sub-contractor would be reckoned as part of the cost of the building? A. Whatever we paid the sub-contractor would be cost. We pay him whatever we agree, the same as we buy material.

Q. Did you try to get any contracts on the whole building? A. No, sir.

Q. You didn't offer the whole building for contract? A. No, sir.

Q. So you don't know what bids you could have had for building that building as a whole? A. No, sir.

Q. You had an architect to draw the plans? A. We did part of it. I made the first lay out and then afterwards gave that to an architect to finish the drawings.

Q. (The Master.) Well practically the architect drew the plans? A. Yes, the finished drawings.

The architect's fee in connection with work of this kind is about six per cent. That is the regular fee, but instead of paying that we made a special arrangement with this architect on that building, and we paid him about $877.25.

Q. For what? A. For his work.

Q. For simply making the plans? A. Making the plans and drawing the specifications.

Q. Without any inspection at all? A. Not any inspection. Had we paid him the regular fee it would have been somewhere around $1,700—some thing like that, and instead of that we did the work ourselves in connection with the building.

Q. Which you charge for as cost? A. Yes, sir.

Q. And his charge would have been about $1,700? A. Yes, sir. That is part of the time of my own which is charged for. We do whatever we think is best. In this case we have got a certain amount of supervision any way, and we consider that my supervision is worth more than the architect's to our client.

Q. Well your individual charges were then practically inspection charges? A. Yes, sir—that is in regard to the building. There is lots of my time that is spent in the building that there is no charge for at all.

Q. In the different transactions connected with the construction of this building and the negotiating of loans on mortgage to aid in financing the enterprise and in the negotiating of sales of certain portions of the Craig property, did you in each and every instance to the best of your skill and ability honestly act for the benefit of Mrs. Shaw?

MR. DECKER: I object to that as leading.

A. I certainly did.

Q. Reference in the testimony is made by one

of the complainant's witnesses criticising the time spent and the cost of demolishing the Craig building was any more time spent in demolishing that than was required to do the work by the men who were put on it? A. No, sir; not by the men who were put on it. If it was necessary to have done it quickly and sacrificed the material they might have done that, but generally it is better to take as much time as you have in order to dispose of your material to the best advantage.

Q. In wrecking that building and making distribution of the material in what spirit and purpose did you act as to Mrs. Shaw?

MR. DECKER: I object to that as immaterial.

A. Well we handled the work to the best of our ability—to wreck the building and to secure the best price for the material sold and to handle it to the best advantage.

Q. Did you procure the best price you could? A. Yes, sir; we did.

Q. And give Mrs. Shaw credit for all? A. We did.

Q. And the charge that you made for wrecking the building was that or not excessive? A. We charged the cost in accordance with the letter of authorization under which we wrecked the building, and it was not excessive.

Q. (The Master.) That was not in the contract? A. No, sir; that was before we signed the contract.

Q. I thought in the contract there was something said about using the material? A. There was, that we should use some of the Craig material.

Q. Mr. Beaumont, I want to call your attention to a criticism made by a witness for the complainant as to the clothes line posts and the cost

of them, will you explain please to the Master what the charge for setting those posts consisted of—the work and the material? A. Well under the item of clothes line posts I believe that there was quite a number of things done and which was charged under the head of clothes line posts, due to the fact that the men were over there for the purpose—

Q. (Mr. Decker.) You say you believe, do you know? A. Yes, I know. The men were there for the purpose of setting the clothes line posts. The charges are for the posts delivered to the building and for the excavating and setting same and concreting them. In connection with the concreting they were grading the rear yard and the cinders were taken from the old driveway to the Craig residence and were spread over the rear yard to enable the tenants to hang out their clothes without getting in the mud. One of the men working on this had been superintendent on the job and he is a carpenter by trade and he went through the house and eased up some of the doors, which is customary after the construction of a new building, and he did some repair work in Mrs. Shaw's apartment.

Q. (By Mr. Decker.) Did you see him doing that work? A. I was there once or twice.

Q. While they were working? A. Yes, sir; while they were working.

Q. Why have you not got it in your charge in the payroll? A. I told you that there was lots of work that was not charged.

Q. You knew they were working there almost two weeks, didn't you? A. The account shows just how long, I don't remember.

Q. How often was you there during the two weeks? A. I don't just remember. I know I was

there once. I remember being there in the yard while they were excavating the cinders from the old driveway there and concreting around the posts.

Q. And they told you the work they did? A. When I go to the job they do. Pritz, the carpenter, was working in the building.

Q. What day was that? A. I don't remember.

Q. Then as I understand you, the charge for the posts and the cost of setting them and the material used in setting them, embraces not only that particular work but those other items that you speak of? A. Yes, sir; the item of grading the yard and what we call jobbing through the building doing little odds and ends.

Q. And for the performance of that work and the doing of these several items, which you have charged practically under that head of setting the clothes line posts do you consider the charge incurred unreasonable? A. I consider it reasonable, and in addition to the charge we advanced the money to do the work, which was still advanced.

Q. (The Master.) You have taken out from the payroll in March certain amounts of payroll for setting these posts, was that arbitrarily taken, or was there a special account kept? For instance on March 7th for setting clothes line post you say $22. and your payroll that day was $118. On March 14th you say $48. for clothes posts and your payroll was $142.89. so that the setting of the clothes line posts was arbitrarily taken out of the payroll—but is it noted in any following payroll? A. I think in the payrolls you will find that, but I know that there was some other items in connection with this work. I think that the work that is under the head of clothes line posts included the items which I have spoken of.

Q. Did the Beaumont Company construct that building in its entirety in accordance with the plans and specifications and as provided for by the contract, except in so far as Mrs. Shaw at any time during its construction requested alterations to be made? A. The building was constructed in accordance with the plans and specifications, except for any minor detail that may be changed to improve the building.

ADJOURNED until a day to be fixed.

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY

Defendant.

On Bill, &c.

Continuation of the hearing of the above entitled cause before Charles J. Roe, Esquire, Advisory Master, at his office No. 15 Exchange Place, Jersey City, New Jersey, this second day of March nineteen hundred and sixteen, at two o'clock in the afternoon, pursuant to adjournments.

Appearances as heretofore.

G. B. BEAUMONT, called for further examination, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Beaumont, Mr. Rowland, an architect, criticised the gas ranges in the Beaumont Apartment House, his criticism being that they were not connected with the flues, what do you say as to that criticism? A. The gas ranges are not connected with the flues, and they are not connected because the Public Service Company of Jersey City installed the gas ranges and they very strongly objected to connecting them, saying that they have had so many accidents on account of back draught in the flues blowing the fire out when it is burning low and when they go to relight the range not knowing that it had been blown out it exploded. They said they had had a number of very severe accidents on that account, and that is why the gas ranges were not connected. They furnished the ranges and they also furnished the gas after they were connected.

Q. Did they set the ranges? A. Yes, they did. The flues are there yet and are open so as to take off any odor or smoke that may come from broiling or anything of that kind.

Q. And the reason the gas ranges were not connected with the flues was a matter of safety, as I understand? A. Yes, sir.

Q. And under the advice of the Gas Company which furnished these ranges and set them? A. Yes, sir; because of the danger.

Q. For the reasons that you have stated, the reason of safety? A. Yes, sir; on account of the draught blowing out the fire.

Q. The dampness that has been spoken of by some of the witnesses for the complainant appear-

ing upon the northeast wall or the north wall, which ever you call it—how large a space on the wall does that dampness appear? A. I don't know just how much of it.

Q. And that is on which floor? A. Well it appears on the third and fourth floor.

Q. When did that first make its appearance? A. Why I think in the early spring of 1914 during a very severe rain storm that we had at that time.

Q. And I understood you to say that that dampness can be overcome by painting the outside of the wall? A. Yes, sir; if it is painted in a dry season when the paint will adhere to the brick and mortar, and if properly done it would fill the pores of the brick and cement mortar.

Q. Did your contract require you to paint the outside walls?

MR. DECKER: I object to that as the contract speaks for itself.

Q. Why did you not paint the outside walls when you had completed the building?

MR. DECKER: I object to that as it is the same question in another form.

Question allowed subject to objection.

A. Well one reason the contract didn't provide for this painting.

MR. DECKER: I ask that that be stricken out.

A. And another reason is that I didn't think it was good judgment to paint it when the building was completed.

Q. Why not? A. Because the walls were damp at that time, and by painting them while the walls were damp the paint would not adhere to

the brick and mortar and it would not make a satisfactory job and I would not consider it a proper time to paint the wall. It is better to let it dry out and do it the following season, if you have the money to paint it with.

MR. DECKER: I will withdraw my objection.

(Answer continued.) If when a building is constructed and other buildings are constructed adjoining them in the near future after the completion of the one, it is not absolutely necessary to paint a common brick wall. It is only a severe wind pressure that forces the water through, and when other buildings are built near it so as to break it, why then it would not be necessary to paint them at all.

Q. In procuring material for the construction of this building were you careful to procure good material? A. Yes, we were very careful.

Q. Did you oversee and inspect from time to time the north or northeast wall as it was constructed? A. I inspected all the walls very frequently as they were being constructed.

Q. Was that wall thoroughly slushed in its construction? A. Yes, it was. We had good masons and we had a good foreman and they did good work.

Q. In your experience as a builder and in your judgment was or was not that wall well constructed? A. It was well constructed.

Q. What do you say generally as to the wood work in the construction of the building—was it or was it not done in a workman-like manner? A. It was done in a first class workman-like manner

Q. And what do you say of the quality of the material furnished? A. The quality of the mater-

ial was very good indeed.

Q. (The Master.) Was the brick work done by the Company? A. That was all done by our own men.

Q. And the woodwork part of it? A. The wood work? The interior trim and the window frames were made by Woodhouse & Company.

Q. Was that contracted out? A. Yes, sir; we contracted for them to furnish it and we erected it; and the lumber was furnished by a lumber concern and it was erected by our men.

Q. The eight dressers, which have been spoken of at different times, were they constructed before they were brought to the Beaumont Apartment House, or did they come in parts? A. Well, they were put together in the mill—certain parts of them, and then they were erected by our men on the job.

Q. The carpenters set them up? A. Yes, sir.

Q. Who furnished the hardware? A. Corbin—that is the finished hardware?

Q. Yes, that goes with the dressers? A. B. F. Corbin & Company.

Q. Who furnished the glass? A. The Woodhouse Company. You mean for the dressers?

Q. The glass in the doors of the dressers? A. I don't know who that was purchased from.

Q. Was it purchased or furnished by the man who constructed the dressers? A. I don't remember who we purchased the glass from.

Q. When did you first hear any complaint or criticism upon either the materials with which the Beaumont Apartment house was constructed or the construction of the building? A. I believe that the first criticism that we had was a letter from Hartshorne, Insley & Leake, in which they criticised or spoke of a leak in the roof; and

they also spoke of the bathtubs not having any overflow. I don't know whether there was any other criticism in that letter or not, but I remember those two—the leak in the roof and the overflow of the bath tubs. The leak in the roof, as I remember it, we asked them to tell us where it was. We first tried to find it ourselves but we couldn't find any leak and we asked them if they would try and find the leak and tell us where it was so that we would be able to repair it. And the bath tubs I knew they had an overflow, and we came to the conclusion that the criticism was made by some one who just wanted to criticise and didn't know just what to talk about and the bath tub overflows they seemed to be the greatest opportunity for criticism.

Q. Whose make were those bathtubs and what was peculiar with those bathtubs as to the overflow? A. Well they were furnished by the Standard Manufacturing Company, one of the biggest concerns in the plumbing fixture line, and the bath tub is what is called a Conrad Tub, and it is one of the best tubs they make, and the fixtures that were furnished and installed. The tubs have what we call the standard waste.

Q. The method of overflow in those tubs is that an approved system? A. Yes, sir; it is one that has been used for a good many years; but it is much newer than the old style with the plug and chain—that is the style that we used to use and use now in the cheaper work. I believe that this letter I mentioned as having been recevied from Hartshorne, Insley & Leake was in the summer of 1915, and perhaps the latter part, the best I remember it.

Q. Did they complain or call your attention at that time to the dampness in the walls of the

house? A. I don't recall as to whether that was in the letter or not.

Q. The papering in some portion of the building which has been criticised and which Mr. Rowland said looked as though some of it was about to fall, did you have anything to do with procuring the paper or hanging it or having it hung? A. As I remember his testimony he referred to the paper in the public hall, and that we didn't have done.

Q. You didn't furnish it? A. No, sir, we did not.

Q. Or hang it? A. No, sir.

Q. Or have it hung? A. No, sir.

Q. Who had that done? A. I believe Mrs. Shaw as I understand it. We submitted an estimate for the doing of certain work in this public hall and I gave it to Mr. Decker personally, but we didn't hear anything about it. Some time later we got a letter stating that Mrs. Shaw had gotten a bid for doing certain work and would we be willing to have the work done. On receipt of this information I called up Mr. Brown, the painter, who had submitted an estimate, and Mr. Brown said that Mrs. Shaw had already given him an order to go ahead with this work. I asked him to send me a sample of the paper that he proposed putting in for Mrs. Shaw and he said he would if Mrs. Shaw would permit him. I asked him when we might expect to receive it and he said he would take it up with Mrs. Shaw and if we didn't receive it the following day we would know that she objected to his sending it.

MR. DECKER: I object to this on the ground that it is hearsay testimony and ask to have it stricken out.

We didn't do anything further in regard to that paper.

Q. Mr. Beaumont, you were to produce bills and vouchers in connection with payments made for the Beaumont Apartment house, have you those bills and vouchers? A. I believe that I have all that we got, or duplicates of the originals.

Q. Have you produced them? A. I have.

Q. And does this package which you have just handed me contain those bills and vouchers? A. Yes, sir, that contains all that we received.

Package containing bills and vouchers offered in evidence and marked Exhibit D-79.

MR. LEWIS: Now if the Master please I desire to again offer before you as Advisory Master all the exhibits heretofore offered by me.

THE MASTER: I have no objection to that, but I think under the order which states that I can use the testimony carries with it the right to use the exhibits, but for the purpose of having them numbered I will allow them to be marked in the case in the same order and with the same numbers as they were marked before me as Special Master.

Exhibits referred to marked Exhibits D-1 to D-28 inclusive.

THE MASTER: All the testimony taken before me as Special Master will be used on the hearing of this cause in the same way and manner as if the same had originally been taken before me as Advisory Master, and all the exhibits offered by either party will also be accepted as evidence in this case.

CROSS EXAMINATION BY MR. DECKER:

Q. Mr. Beaumont, you say that you didn't know that there was anything wrong with the house until you got a letter from Hartshorne,

Insley & Leake some time in the spring of 1915? A. No, I didn't say that. I believe I said I didn't hear any complaints before that. I don't think there is anything wrong with it now, except reasonable wear and tear.

Q. Has anybody else complained about the house other than Hartshorne, Insley & Leake—about any thing in the house being wrong or anything going bad? A. Well, what do you mean anybody else? That is pretty broad.

Q. Any tenants of the house? A. About anything going bad?

Q. Yes. A. I don't remember anything—the tenants complaining about anything going bad. The dampness going through the wall they complained about that.

Q. Have they ever complained of anything else? A. Yes, Mr. Howard and his wife complained of noise in Mrs. Shaw's apartment and threatened to move out on account of it.

Q. Did they live above or below Mrs. Shaw? A. They lived above them—in the apartment above. They had a piano and played and sang to a late hour in the night. He even went so far as to ask the janitor to come up in their apartment, after they had complained to him a number of times about it, so that he would know that it was really going on.

Q. (Mr. Lewis.) How do you know that? A. The janitor himself heard the noise.

Q. The janitor told you that? A. Yes, sir, he did.

MR. LEWIS: Well that is hearsay and I ask that it be stricken out.

Q. Well did he move out on account of the noise? A. Why my impression is that that is the thing that really started them their moving out—the noise.

Q. They moved out when their leased expired, didn't they? A. They made a short term lease—the last lease they made.

Q. And they moved when their lease expired, didn't they? A. Yes, sir.

Q. What other complaint did you hear about the house, if anything? A. Well Mr. Leaming, one of the tenants, wrote us a letter a short time ago and asked us to clean up the gas range and we instructed the janitor to go up there and thoroughly clean it and see what the cause of the grease getting in was.

Q. And what else? A. I think Mrs. Keys, and I don't know whether another tenant or not, wanted at one time to have the entrance hall redecorated.

Q. Anything else that you heard about? A. Well I am going back a couple of years and a half and you will have to give me time to think over all the little details.

Q. Well take your time. A. Just at this moment I don't recall any other, there may have been some other small things that I don't recall.

Q. On July 18, 1914, you spent $2.06 for carpenter work at the apartment, what was that for? A. What year was that?

Q. 1914. A. I can't tell you that.

Q. On October 24, 1914, you spent fifty cents for carpenter work at the apartment—what did that pay for? A. I don't remember that.

Q. On November 14, 1914, you spent $8.00 for carpenter work at the apartment—what was that for? A. I don't remember what that was.

Q. On November 16, 1914, you had an electric fixture repaired, did you not? A. What electric fixture? I can't recall all of those little details.

Q. It says repairing electric fixture November 14, 1914, seventy five cents. A. If it says it was for that it was probably done.

Q. November 28, 1914 you paid $8.00 for carpenter work at the apartment—what did that carpenter do? A. I don't know that.

Q. February 16, 1915, you paid $10. to Holt to reimburse him for damage from leaks; is that true? A. Yes, I testified to that.

Q. April 16, 1915, you bought and installed thirty six dollars worth of weather strips? A. That was the bill that we paid for them.

Q. When were they installed? A. Evidently prior to that time. What is the date of it?

Q. April 16, 1915. So that money was spent for the purpose that this account states, was it not? A. Yes, sir.

Q. So that there was something wrong with the house before you got the letter from Hartshorne, Insley & Leake, was there not? A. Well I don't call that anything wrong with the house.

Q. On May 13, 1915, there is an item to Thomas Brown for painting and papering, $77.00, what part of the house did Thomas Brown do the painting and papering in? A. Doesn't it show on the statement there?

Q. No. A. Can I see the detailed statement there?

(Witness is shown detailed statement by Mr. Lewis.)

I don't find here from the detailed statement just what the seventy seven dollars was and so I will have to testify as to my memory. It was touching up the interior woodwork, and I am not quite sure whether it included some papering in Apartment 41 or not.

Q. Did you go to Williamsport, Pennsylvania,

in September, 1913? A. I don't remember the exact date, but I know I went up there about that time.

Q. And did you charge your expenses up in this account? A. Yes, sir, I did.

Q. Is this item of $25.64 charged in as G. B. B. expenses and car fare the expense of that trip? A. Whatever the account shows there was charged for expenses there.

Q. Is that the expense of the trip to Williamsport? A. Well does the detailed sheet give you that.

Q. You said in your testimony that the car fare charges were car fare between New York and Jersey City and I just happened to see this Williamsport item. In other words if I went any where than from New York to Jersey City it could not be covered. Well I went to Williamsport about September, 1913, to inspect the interior trim for this building.

Q. Was that the trim that Woodhouse furnished? A. Yes, sir; it was the interior trim—part of it.

Q. The trim that they furnished under their contract? A. Yes, sir; part of it. They made all the frames and sash and this mill up there made the doors and trim and base.

Q. And they were obliged under their contract to furnish first class material, were they not? A. Providing we paid the cash.

Q. But they were bound to furnish it, were they not? A. Yes, if they lived up to their contract and furnished it according to the plans and specifications.

Q. And you were always sure that they lived up to their contract? A. Well I inspected the work to see that they did live up to it, yes.

Q. Why didn't you charge that item of $25.64 to Woodhouse? A. Well they paid more than that eventually in settlement.

Q. But you didn't get it from Woodhouse for car fare? A. Not just in that amount, no, but we settled with Woodhouse for some fifty dollars less than the contract.

Q. Show me in the account where you got this back from Woodhouse? A. I don't think that I could do that but we settled with Woodhouse by deducting from the amount about fifty dollars.

Q. But you have said that that deduction was because Woodhouse had furnished poor glass. A. I do not remember making any such statement.

Q. Well what did you say then? A. I don't recall now what I said just at this time.

Q. Well was that deduction of fifty some dollars made on account of your car fare to Williamsport? A. I don't remember just how much impression that had on me at the time we settled with Woodhouse—whether I had that in mind or not.

Q. Woodhouse did furnish poor glass, didn't they? A. No, Woodhouse furnished a very good mirror, but they didn't appear to be quite as good as we had specified. There were defects which were shown after we erected them and they were replaced.

Q. And you deducted $187. from the amount due Woodhouse? A. No, we did not.

Q. How much did you deduct? A. We didn't deduct anything, but we settled with him as I remember for some fifty odd dollars less than the contract.

Q. Well what was the reason for making that deduction from the contract price? A. It was not a deduction.

Q. Well what was it? A. It was an agreement with Woodhouse at the time that we would be allowed so much money.

Q. Well what was the reason for that? Why did you pay him less than you owed him? A. Well I don't just at this minute recall the conversation I had with Mr. Woodhouse.

Q. But do you remember the reason for that deduction? A. As I say I don't remember. One thing was we wanted to reach a settlement, which was I think after this suit was started.

Q. Was there any other reason besides that one thing? A. I don't recall the conversation at the time between Mr. Woodhouse and myself.

Q. Is this your signature? (Showing witness paper) A. Yes, it is.

MR. DECKER: I offer this paper for identification.

Marked C-7 for Identification.

Q. What does a large majority of the stock of the corporation mean? A. A large majority?

Q. Yes. A. I don't know; it might mean anything over half.

Q. That means the control of the corporation, does it not? A. I don't know about that. I don't see that a large majority of the stock would necessarily control the corporation.

DEFENDANT RESTS.

MR. DECKER: I offer this affidavit in evidence which was marked C-7 for Identification.

Marked Exhibit C-7.

New Jersey State Library

WILLIAM E. DECKER, a witness on behalf of the complainant, being duly sworn according to law, testified as follows:

It has been said in the testimony of the preceding witness, Mr. Beaumont, that a complaint was made about the bath tubs in the apartment house not having any overflow, and that the criticism was made by persons who just wanted to get something to criticise. I had heard of the bath tubs not having any overflow, and this was during the Summer of 1915 and I had talked with Mr. Beaumont about it and he told me that the bath tubs did have an overflow. Some time during October when I was in the apartment house I went to the bathroom in Mrs. Shaw's apartment on the first floor and I looked for the overflow. I couldn't find what I know as an overflow from the bath tubs. In other words, there was no hole up some distance from the bottom of the tub to let the water run away, and so having in mind what Mr. Beaumont said about the bath tubs having an overflow to carry away the water I put the stopper in place in the bottom of the tub to stop the water from flowing out of the tub or turned it so that it closed the outlet and then turned the water on in the tub. The water flowed over the tub so that it went all over the floor, and it would have been flowing over the floor now if I had not turned the water off. There was so much water on the floor that somebody had to get a mop and mop it up. This was in October, 1915. About a month or two ago when I was at the house again I went in several of the vacant apartments and I saw that the bath tubs were all alike—all the same construction. Whether the bath tubs have an overflow or not, I know

this much that the overflow does not work and the water goes over on the floor.

CROSS EXAMINATION BY MR. LEWIS:

Q. What apartment was this in? A. In Mrs. Shaw's apartment on the first floor.

Q. Was that the same bath tub each time? A. What do you mean by "was that the same bath tub each time?" The bath tub in Mrs. Shaw's apartment was the one that I filled up with water; but when I was in the house a month or two ago I went through several of the vacant apartments and I saw that the bath tubs in those apartments were of the same form or type or plan of construction as the bath tub in Mrs. Shaw's apartment.

Q. Did you test any of those to see if they would overflow other than the one in Mrs. Shaw's apartment? A. I did.

Q. Well with what result? A. Well I tested one in the apartment on the same floor with Mrs. Shaw. I turned the water on but I didn't wait in that case for the water to flow on the floor, but when the water came up to the top of the tub and was about ready to go over on the floor I turned it off, and the reason I did so was because I didn't have a mop there to mop up the water after it went on the floor.

Q. Did you examine to see whether the overflow was choked or filled up with anything? A. I didn't know where the overflow was; nobody could see it.

Q. Did you examine to see whether the overflow in the bath tub in Mrs. Shaw's apartment was choked or filled up so that the water couldn't pass away? A. I told you you couldn't see the overflow. I suppose you would have to have a

plumber to find that out, because you would have to dig down in the fixtures to locate it.

Q. Did you ever see any of that class of bath tubs before? A. Yes, sir, I have seen that style of bath tub.

Q. Where? A. Well, I have seen them in hotels.

Q. What hotel? A. I have seen them in Bellevue-Stratford Hotel in Philadelphia, but I am not sure about that.

Q. Is that a first class hotel? A. Yes, it is.

Q. You would not have stopped there if it was not, would you? A. Well it all depends upon how much money I have.

Q. Is that the highest class hotel there in Philadelphia? A. I said I have seen that style of bath tubs; I mean a bath tub which is set right down flush to the floor and set in the wall and looks as though it was a built in bath tub. The one that stands on four legs is more like a tub. When I say that I have seen this bath tub elsewhere I mean that style of bath tub, whether it is the same make or whether it has the same overflow, I don't know, but I have seen that style of bath tub with an overflow in it the same as the regular old style of bath tub.

Q. Was this the same class or style of bath tub that is put in Mrs. Shaw's apartment house? A. Which style?

Q. That you saw in the first class hotel in Philadelphia? A. The same shape bath tub.

Q. Was it not the same patent, was not the overflow the same? A. I don't know; I have seen such bath tubs before with the regular hole in the side to take the water off.

Q. Did you take a bath in it in the Philadelphia hotel? A. I don't remember whether I did or not; I believe I did.

Q. Do you consider the bath tubs that are up in Mrs. Shaw's apartment house the universal type? A. I am not an expert and I can't answer that question.

Q. Can you state the cause of the overflow in the particular instance that you speak of in Mrs. Shaw's apartment? A. The cause is one of the following: There is no overflow there or if there is an overflow there it is no good.

Q. But I am asking you for your knowledge of the cause? A. And I state the answer; either there was no overflow there, or if there is an overflow there then it is no good.

Q. Can you state whether it is a defect in the bath tubs or carelessness in the use of them? A. It must be a defect in the bath tub, because the overflow, if there is any there, it is so slight as to be out of the reach of anybody.

Q. Then you have not seen the overflow in the bath tubs? A. I said I dont know whether there is any overflow there or not.

Q. And you don't know anything about the construction of the bath tubs either, do you? A. What do you mean by construction?

Q. Its operation? A. I know it is a solid bath tub. In all bath tubs you run the water in to take a bath, and if you forget to turn the water off in a good bath tub there is a device there to carry the water off; but in this bath tub either the device was not there or was not working, because it didn't carry the water off.

Q. You say it was solid; what do you mean by solid? A. You understand what I meant by the bath tub that has four legs to it and stands on the floor and there is a clear space all around it; you understand what I mean by that kind of a bath tub, but this bath tub looked to be a solid bath tub. There is no space between it and the

floor; it is set right down in the floor and I think the tile comes right up flush to it and it is set right in the wall.

Q. Why have you not called an expert to examine the bath tub and overflow to see what the trouble was? A. The reason for that was this. I had forgotten all about that until Mr. Beaumont called it to my mind this afternoon by saying that anybody that said there was no overflow in the bath tubs were just criticising because they wanted something to talk about. That was what brought that to my mind.

Paper marked C-7 for identification is now offered in evidence and counsel for defendant objects to the offer.

THE MASTER: I will allow it subject to the objection.

Paper marked Exhibit C-7.

G. B. BEAUMONT, heretofore sworn, called on behalf of the complainant, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. The G. B. Beaumont Company was incorporated I think you said in March or April, 1912? A. March, 1912.

Q. And is a corporation of New York state? A. Yes, sir.

Q. Has the capital stock of the G. B. Beaumont Company been either increased or decreased since its incorporation?

MR. LEWIS: I object to that as it is immaterial and irrelevant and inquisitory.

A. It has neither been increased or decreased.

Q. You have been a stockholder of the G. B. Beaumont Company since its incorporation, have you not?

MR. LEWIS: I object to that as it is immaterial.

Question allowed subject to objection.

A. I have.

Q. How many shares of the capital stock of the G. B. Beaumont Company did you acquire upon its incorporation?

MR. LEWIS: I object to that as immaterial and incompetent and improper, and I instruct the witness not to answer.

Q. (The Master) Will you answer the question? A. I refuse to answer under the advice of counsel.

Q. Have you sold any shares of the stock of the G. B. Beaumont Company since you first acquired them?

MR. LEWIS: The same objection and the same instruction.

A. I refuse to answer under the advice of counsel.

Q. How many shares of stock of the G. B. Beaumont Company do you own now?

MR. LEWIS: Objected to for the same reason, and I instruct the witness not to answer by permission of the Master.

A. I refuse to answer under the advice of counsel.

Q. Who else besides yourself has owned or now owns the shares of the capital stock of the G. B. Beaumont Company, and how many shares did each one own?

MR. LEWIS: The same objection as heretofore and the same instruction.

A. I refuse to answer under the advice of counsel.

Q. How many shares of the capital stock of the G. B. Beaumont Company did you own on February 26th, 1913, and how long did you continue to own those shares?

MR. LEWIS: The same objection and the same instruction.

A. I refuse to answer under advice of counsel.

Q. How many shares of capital stock of the G. B. Beaumont Company did you own at the time that you attended to the renting or leasing of the Beaumont Apartment house at the Boulevard and Highland Avenue?

MR. LEWIS: The same objection and the same instruction to the witness.

A. I refuse to answer under the advice of counsel.

Q. How many shares of the capital stock of the G. B. Beaumont Company did you own at the time you made the bargain with the complainant for the wrecking of the Craig residence, and how long did you continue to own those shares?

MR. LEWIS: The same objection and the same instruction to the witness.

A. I refuse to answer under the advice of counsel.

Q. How long did you continue to own the shares of stock of the G. B. Beaumont Company, that you acquired at the time of its organization and incorporation?

MR. LEWIS: The same objection and the same instruction.

A. I refuse to answer under the advice of counsel.

NO CROSS EXAMINATION.

WILLIAM ROBERTSON, recalled on behalf of the complainant, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. Mr. Robertson, what method can be taken to waterproof a brick wall or the three brick walls of the Beaumont Apartment house of Mrs. Shaw's on the Boulevard? A. Why two or three ways, either making a damp proof preparation which they call dry wall, or something similar to that, or you could either cement or plaster the wall. Those are about the only ways of making it damp proof.

Q. Better than painting? A. Well, this dry wall would take the place of painting, only it doesn't discolor the surface of the brick, it only darkens it a little bit and fills the pores of the brick.

Q. What would it cost to use dry wall on a wall of that kind? A. About three cents a square foot, either two or three cents a square foot.

Q. That would include both the material and labor? A. Yes, sir.

Q. What would be the cost of cementing this wall, if you know? A. Cementing would cost you probably ten cents a square foot.

Q. Cementing is the best way, is it not? A. Yes, sir, cementing is the best way.

Q. You spoke of the hardwood floors in the vari-

ous apartments in your testimony given some weeks ago? A. Yes, I did.

Q. What method would have to be taken to put those floors in shape? A. Why they should be rescraped and then given a coat of shellac.

Q. What would the cost of rescraping them be? A. I think the rescraping would cost, if they are rescraped in good condition; it would cost about three cents a square foot.

Q. And the shellac would be extra? A. Yes, sir, about one cent more a square foot.

CROSS EXAMINATION BY MR. LEWIS:

Q. Mr. Robertson, if those walls were painted would not that stop the absorption of water? A. Well paint does not seem to stick on in spots through something in the clay, that is the paint don't adhere to some parts of the brick. You can see that on these walls where the paint has scaled off in spots.

Q. That is because it is painted before the brick got dry? A. No, sir; that might be one reason, but then you take a wall which has been built for some time and the wall particularly dry, and you will still find those scaley spots. You can take a pen knife and scrape around and you will not see any indication that there was any paint on the spots.

Q. Where you have a contract to put up a first class dwelling and the contract does not provide for plastering the outside wall after its construction, would you consider it any part of your duty under the contract or otherwise to plaster that wall after the building was constructed?

MR. DECKER: I object to that as not proper cross examination.

A. Well, I will tell you; it may be through fault in the way the wall is built. If the wall is not properly slushed the water might come through, and mechanics now days you have to watch them all the time or they will not do their work well.

Q. Your answer is hardly an answer to my question. My question didn't go to the character of the construction of the wall, but whether when you had constructed a wall according to contract, which does not provide for plastering the outside of the wall, would you consider it any part of your duty to plaster that wall? A. I would feel under a little obligation if the wall was damp all the time.

Q. Are buildings usually plastered on the outside, new buildings? A. No, sir.

Q. Generally painted where they are exposed when they are built of brick? A. Some times, not always.

Q. Has this building been painted—the Beaumont Apartment house? A. I think it has.

Q. The outside of the building? A. Yes, I think so.

Q. The northeast wall? A. Yes, I think so.

Q. Do you know when it was painted? A. No.

Q. Or by whom? A. No.

Q. If it were properly painted would not that stop the dampness going through the northeast wall? A. There seemed to be trouble with the lintels or fram—that is where the water seemed to get in.

Q. Then you don't think it came through the brick wall? A. Yes it does, but it shows more above the lintels or window head.

Q. You then think if there had been no window there and the wall had continued without any

opening for the window that the wall would be like any other part of the wall which does not show dampness? A. No.

Q. You think it would have leaked any how, do you? A. Yes, I do.

Q. If there were no windows there? A. Yes.

Q. Well why? A. Well it shows that the water is coming through the wall, working its way through the wall.

Q. But you just said you didn't think it came from that, but by way of the lintel? A. I said it shows more over the window heads.

Q. And coming over the lintel it gets through the wall? A. Yes, it gets through the brick wall from the lintel; it gets through the wall.

Q. Then would you conclude from that it were better to build a house without lintels? A. No, you have to have the lintels.

Q. Well what were the other processes used to prevent leaking? A. Well you could cement or plaster the wall.

Q. On which side? A. The outside.

Q. I thought that was what we were just speaking about? A. No, I did speak of the dry wall preparation and you were speaking of the painting preparation, and then there was the plaster.

Q. Well does plaster add to the beauty of the wall? A. It doesn't look out of place, not if it is put on well.

Q. Suppose you were to plaster the front of that house would that add to the elegance of the structure or the beauty of it?

MR. DECKER: I object to that as irrelevant and immaterial; we have not questioned the front of the house.

A. Well, it would not be as nice as the present front.

Q. Well, it would not improve the northeast side, would it? A. Well, it would not do any harm.

Q. I mean in point of beauty? A. I think I would just as leave have a cement plaster wall to a rough brick wall.

Q. Do you know how large a space on the northeast wall is involved in the leaks you state or the absorption of water? A. Why I noticed it from the light shaft, or the court we call it, to the rear wall.

Q. About what space would that be? A. I can't tell that space.

Q. In how many buildings that you have constructed have you provided in your contract for cement plaster on the outside wall? A. Only when it is called for.

Q. Where the owner called for it? A. Yes, or an old building which would leak.

Q. I am speaking not of old buildings, but of those under construction? A. Well, I don't recall any time that I have given that treatment to new work.

G. B. BEAUMONT, recalled on behalf of the complainant, testified as follows:

DIRECT EXAMINATION BY MR. DECKER:

Q. What interest did you have in the G. B. Beaumont Company from April 6th, 1912, down to the time of the commencing of this suit?

MR. LEWIS: I object to the question as immaterial and incompetent.

THE MASTER: I will permit the question and direct the witness to answer.

A. What do you mean by interest?

Q. Any interest you had in it? A. Do you mean what percentage of the stock did I own or have I owned, is that the question. I am and have been a director and I have been president of the company since it first started, and I have been a stockholder in the company since it first started.

Q. Are there any bonds issued? A. No, sir, no bonds.

Q. What is the extent of your interest as a stockholder?

MR. LEWIS: I object to the question as incompetent, irrelevent and immaterial.

THE MASTER: I will let the question be answered, if it covers the same period.

Q. From April 6th, 1912, down to the commencement of this suit? A. My interest varies, I can't answer that offhand.

Continuation of the hearing of the above entitled cause this eleventh day of March, 1916, at ten o'clock in the forenoon, at the office of the Master.

MR. DECKER: Counsel for the complainant offers in evidence a contract made and entered into between Eleanor P. Shaw and Nathan Shaw, Executors of the Estate of Asenath A. Shaw to the G. B. Beaumont Company, dated August 27, 1912.

Marked Exhibit C-8.

G. B. BEAUMONT, recalled on behalf of the defendant, testified as follows:

DIRECT EXAMINATION BY MR. LEWIS:

Q. Mr. Beaumont, the employee in your office referred to as office boy, was he of age when you commenced the construction of this Beaumont Apartment house?

MR. DECKER: I object to that for several reasons. In the first place it is immaterial, in the second place Beaumont has already answered the question by saying, "I don't know how old he was; in his application for the job he said he was eighteen years old; and in the third place I don't see what difference it can make, and in the fourth place it is not new."

Question withdrawn.

Q. When did Stanley make application for a position with your company?

MR. DECKER: Objected to for the same reason.

A. Stanley first made application to me for a position in the summer of 1909, and at that time he said in a letter of application that he was a young man eighteen years of age.

Q. And at what age did you understand him to be when you commenced to construct the Beaumont Apartment house?

MR. DECKER: I object to that for the same reason.

A. Well that would make him about twenty-two years old at that time. Stanley has been employed under me directly since 1909 and up to

and during the execution of the contract here referred to, doing all sorts of things in connection with the building work.

Q. Mr. Beaumont, I am in doubt whether you stated when you were testifying when the payroll was submitted; I will ask you now if you can tell us when the payroll was submitted? A. Why, I believe we submitted the payroll at the same time we submitted the accounting to Mr. Insley in the early part of March, 1915, and after this suit was started.

Q. Will you please explain the conditions and the circumstances respecting the painting and papering in connection with the sub-contracts appertaining thereto?

MR. DECKER: I object to that as already testified to.

A. The one contract with Mackey & Company provided for the payment of fourteen hundred dollars and covers the work in connection with the painting of the interior and exterior wood work and certain walls—the bathroom and kitchen and closets, and which is provided for in the plans and specifications. The other contract for five hundred and fifty dollars states clearly what it covers, and it provides for the decoration.

Q. Well, I understand that the contract respecting the painting and papering was before the building was completed; what was the object of the early date of that contract? A. In a verbal conversation with Mrs. Shaw in which that was talked over, that was the reason this contract was entered into before the letter of authorization for the furnishing and running of the apartment. All of the letters, or practically all, if not all of the letters of authorization that were given

were after we had talked over the matter, and verbal arrangement was made before the letters were given to us in writing, and so it was in this case, and is not a part of the contract as provided for of February 26, 1913.

MR. LEWIS: I desire now to more fully show Mr. Beaumont's qualifications as a builder.

MR. DECKER: I object to that.

Q. Mr. Beaumont, what line of business were you engaged in prior to the time of the organization of the G. B. Beaumont Company?

MR. DECKER: Objected to as already testified to.

A. Why I was employed by the Thompson-Starrett Company, a building concern, with its principal office in New York City.

Q. And did you do work in San Francisco for the Thompson-Starrett Company? A. Yes, I did; I superintended the construction of several buildings in San Francisco.

Q. For this company? A. Yes, for the Thompson-Starrett Company.

Q. Did you superintend the construction of the Gimbel Department Store Building in New York City? A. I did.

Q. Did you receive any communication from the President of the Thompson-Starrett Company, indicating the company's entire satisfaction or otherwise of the manner in which you handled this work?

MR. DECKER: Objected to as immaterial.

A. I did. Shortly after the building was completed I received a letter from the president of

the company indicating the satisfaction of the company with myself—

THE MASTER: That is entirely incompetent what any one may have said to you individually.

Q. What was the next building that you had charge of after the construction of the Gimbel Building? A. The Municipal Building which is bounded by Park Row, Tyron Row, Center Street, covering two triangular blocks and having Chambers Street running through about the center of the building, in New York City.

Q. Did you have the general supervision of that building in the latter part of its construction? A. Yes, sir, I started as Superintendent of Construction of that building and was later promoted to General Superintendent of the Company, after which time I had the general supervision of quite a number of buildings.

Q. What was the salary you were receiving at that time? A. I received six thousand dollars a year.

Q. Did you receive any extra compensation in connection with the superintendency over your salary? A. Yes, sir, I did, I received a bonus.

Q. From your employer? A. Yes, sir.

Q. Do you mind telling the amount? A. I believe the last bonus I got was fifteen hundred dollars. That was about the time that I resigned from the company.

Q. Did you while you were working for the Thompson-Starrett Company own any of its common or preferred stock? A. No, sir, I did not.

Q. Have you any photographs of work that you superintended for Thompson-Starrett Company? A. I have.

Q. Will you; will you produce them? A. Yes. (Witness produces photographs.) I have here a batch of photographs, some is work I did for Thompson-Starrett Company and some is work of the G. B. Beaumont Company since its organization.

THE MASTER: Mr. Lewis, I don't think this is material. I am going to consider Mr. Beaumont a careful mechanic and skilled in his business.

NO CROSS EXAMINATION.

CASE CLOSED.

Memorandum.

(Filed Feb. 28, 1916.)

IN CHANCERY OF NEW JERSEY.

ELEANOR P. SHAW,
Complainant,
vs.
G. B. BEAUMONT COMPANY,
Defendant.
On Bill.

HARTSHORNE, INSLEY & LEAKE,
for Complainant.
WILLIAM A. LEWIS,
for Defendant.

MEMORANDA of Charles J. Roe,
Advisory Master.

This cause was referred to me as a Special Master to take and state an account between the complainants. After certain testimony was taken in the matter under that order, the cause was referred to me as Advisory Master. The testimony originally taken was reported by me as Special Master and by virtue of the subsequent order was used as far as same extended. Upon the hearing of the cause, this was supplemented by some additional testimony.

Complainant alleges in her bill that on the 26th of February, 1913, she was seized of certain lands and possessed some personal property, and that being so seized and possessed she entered into an agreement with defendant on that date under and by which agreement after reciting that she was possessed of said real estate which was subject to certain mortgages and cash and mortgages of

the amount of $9,000 and was desirous to erect a certain building, which was agreed that she, the complainant, would convey the defendant the said real estate, and empower the said defendant to procure mortgage on a portion of said lands; the mortgage sell, or dispose of the remaining portions of said lands, and would assign to the said defendant the said personal property possessed by the complainant amounting to about $5,000; and the said defendants agreed upon receiving the conveyance of said property, the assignments and cash, they would begin and complete a building on a portion of said lands known as lots "1" and "2", according to plans and specifications which were already prepared and would have the said building ready for occupancy on October 1, 1913, provided the defendant was not interfered with by Complainant, and they guaranteed the entire cost of the building including a compensation provided in said agreement of 10%, should not exceed $42,000; and that the said party would finance the building operation as outlined in the preamble, and upon the completion of said building would render a full account of the entire cost, including expenses connected therewith, and matters relating thereto; and upon full payment by the said complainant of all such costs, charges and expenses, together with the payment to the said defendants of an amount equal to 10% of such entire costs, or as soon as the proceeds of the sale or mortgages made by the said defendant should equal in amount sufficient for such entire costs and its 10% compensation; then the said defendant would immediately thereafter reconvey the said premises or so much as remains unsold, subject to the liens thereon.

The complainant further alleges that, acting under the said agreement, she conveyed to the defendant the

property in question, and that she further turned over to the defendant, $5,000 in cash, and assigned to him two mortgages of $2,000 each, from which the defendant realized the sum of $9,000; that the said defendant did construct said building and finance the operation as provided in said agreement, but after the same was completed, failed to render an account, but retained possession of the premises and operated the same subsequent thereto, and prays that the defendants may account not only for the costs of said building, but for the moneys received by him as well as rendering an account for the rents; and that complainant may have a redemption of said lands. The facts set forth in the bill are practically admitted in the defendant's answer, but the defendant, by way of a cross-bill, sets forth certain transactions had between the parties prior to the entering into the contract referred to by the complainant, which he insists led up and relates to the transaction in question, and which he claims should be taken in account and made part of the amount that became due him and which he is entitled to be paid upon a redemption of the property in question; and considerable evidence has been taken by the parties bearing upon these preliminary transactions.

The defendant annexes to his answer and cross-bill an itemized statement of his expenditure under said contract, and the credits received by him on the same. This accounting begins on April 6, 1912, and extends to May 18, 1915.

The facts are that the complainant in the spring of 1912 was the owner of certain property located on Duncan Avenue, and the Greenbury Beaumont, a contractor or builder in New York, visited her at her house and that they had con-

versations from time to time about building an apartment house; that Mr. Beaumont was several times at her house, and during these conversations, suggestions were made about building an apartment house on this property; that sketches or so-called plans were made, and estimated cost of this building under such plans were submitted to her, but rejected; that she was anxious to make sale of this property and that she had Mr. Beaumont pace off or lay out a plan for an apartment house; that she never expected to build; that the apparent object of this was to induce an adjoining owner to buy and that such a sale was made of the Duncan Avenue property by the complainant in the latter part of June of the same year.

The complainant wrote to Mr. Beaumont on June 20th, saying that she had made this sale and also stating that "we will consider the erection of an eight family apartment in the vicinity" and thanking him for the interest that he had taken in the matter. In this transaction it does not appear that the complainant knew that she was dealing with any other person than Mr. Beaumont prior to June 6, but it seems to be conceded that complainant knew that Mr. Beaumont was the president of the defendant, then a corporation, the complainant in a letter announcing the sale, stated that she was ready to compensate Mr. Beaumont or the company up to date, but nothing farther was said or done between the parties with regard to the transactions. In a subsequent interview between the parties, a location was determined upon and this property in the early part of August was purchased by the complainant. Upon the property purchased there was a dwelling house, and the complainant gave back a mortgage of $15,000 which was apportioned on different lots of the property purchased on August 27,

1912. The complainant and one Nathan N. Shaw, acting as executors of the will of Aseneth Shaw entered into a contract in writing with the defendant for the construction of an apartment house upon the property purchased, known as the Craig property. Under the terms of that agreement the apartment house was to be constructed agreeably under plans and specifications to be prepared, and was to cost approximately $25,000 and the defendant was to be paid for the preparation of the plans and specifications and preparing the work of the same, equal to 10% of the entire cost. This contract was abandoned by the parties, and the defendant prepared other plans for a three story basement apartment to be located upon the same ground, and a second contract was prepared and entered into by and between the parties. This contract bore date the 22nd day of November, 1912, and was a straight building contract. This building was to be a three story basement apartment house, consisting of six apartments agreeable to plans and specifications to be prepared and filed, the complainant agreeing to pay the sum of $33,700 in separate payments. This contract was executed between the complainant and the defendant and abandoned by mutual consent.

After the execution of the first of the said contracts on about September 19, 1912 the defendant wrote to the complainant stating that in accordance with the verbal agreement it asked for the sum of $500 as part payment for drawing plans, to be deducted from the final payment on the contract. This money was paid by the complainant by a check drawn by her as executrix.

In the meantime, after the execution of the second contract the complainant on the 27th of

November signed a letter authorizing the defendants to demolish the building upon the property purchased by her for which she agreed to pay the cost plus 10%, and to use the material that they might deem advisable in the construction of a new apartment house, keeping an account of the money. This letter followed said contract.

The defendants proceeded under that letter to demolish the Craig residence and continued the work of the demolishing of said building while the contract of November 22, 1912, appeared to have been in force, and before the same was abandoned. The testimony as to the time when this contract was abandoned is not clear, but undoubtedly it was in force until the final contract (the contract mentioned in the bill of complaint) was executed.

The contract referred to in the pleadings and upon which the bill is filed was for a four story apartment house to be built under plans already prepared. None of these prior contracts provided any security. It was this latter contract of February 26, ~~1912~~ 1913, that pledged the property mentioned in the bill as payment for the money that might become due to the defendants for the performance of the same.

The transactions of the parties up to this date cannot be in any way taken in consideration in this suit.

The equitable jurisdiction in this cause arises under the performance of this contract of February 12, 1913. It arises by reason of the conveyance of the complainant to the defendant of the property conveyed by her to the defendant in the manner and for the specific purposes expressed in the contract, and that was—First: that the defendant was to hold that property as security,

and Secondly: to use that property for the purpose of pledging or selling the same to raise the money to pay for the cost of construction of the building under the terms of said contract. The agreement defines the manner and terms under which the deeds made by the complainant to the defendant were made, and it further imposed a trust obligation on the part of the defendant, to finance the property conveyed and assigned to it for the purpose of raising the money to pay to the defendant the money expended by it in the construction of said building, and to reconvey to the complainant the property, after satisfying the defendant for the work and the compensation provided in such executory agreement.

The payments of the money, the assignments of the mortgages, and the conveyances made by the complainant to the defendant were absolute deeds and assignments. The power to mortgage the property conveyed, and the power to sell or convey said property, it is true, was limited by the terms of said agreement as to the manner in which it should be done, to agreement itself, operated as a defeasance; and this action stands in the Court of Equity by reason of the equitable jurisdiction arising out of securities, mortgages and pledges, and the redemption of the property pledged.

There is a further equitable jurisdiction with regard to the enforcement of a trust but all of these arise out of the conveyances made by the complainant to the defendant under the terms of the agreement of February 26, 1913.

If the defendant had done work for the plaintiff and no security was provided for such work, his action against the complainant would be for a legal action for such services; and there is no way in which a Court of Equity can burden the

property of the complainant with any other obligation or burden than that expressly provided for in the contracts made by the complainant.

If the defendant was indebted to the plaintiff such indebtedness might be equitably offset against the mortgage indebtedness, but all transactions had between the parties prior to the time that the complainant mortgaged her property unless out of those transactions, some equitable principles arise that give the Court of Equity jurisdiction, such transactions are outside of this action.

This action in equity is for the purpose of the redemption of the property that the complainant has placed in the hands of the defendant in the form of an equitable mortgage.

Incidentally of this redemption an account must be taken to ascertain the amount due the defendant, and if there is an amount due to him, the Court of Equity must decree a reconveyance of this property to the complainant. If, on the accounting, the complainant is indebted to the defendant for the construction of this building, she is entiled to a decree against the defendants, directing him to reconvey the property to her upon her payment of the amount found due.

Connected with this transaction is the retaining of the property by the defendant (company) after same was built and fit for occupancy, and in this transaction the defendant must account in the same manner as a mortgagee in possession, and the amount, if any, found due on accounting must be credited upon the amount due the defendant, if any.

A great deal of the testimony taken in this cause, and a considerable part of the accounting entered into between the parties cannot be considered in this suit. It was not properly ad-

mitted, unless, as the defendant insists, it is so intimately related with the building transaction as to be inseparable, or unless as the complainant insists, that moneys received prior to this transaction under such an accounting could be applied as an equitable set off of any moneys due from the defendant.

In reading contract set forth in the bill, and upon which this suit is based, I am unable under its terms to discover any relation between it and what had preceded. In the recitals of this contract it is stated that the complainant is seized in fee of seven vacant lots for which she paid $33,000. and took title October 1, 1912, and it may be noted here that this was subsequent to the first agreement to build on this site. It further recites that the complainant desires to erect on lots 1 and 2, a four story building, at an approximate cost of $42,000., but that she possesses but cash and security amounting to $9,000. And it further recites that the party of the second part is willing to erect such a building and "to receive for its entire compensation for its services for so doing, a sum equal to 10% of the entire cost of such building."

It further recites that the complainant has offered to convey the whole seven lots to the defendants to enable them to sell, mortgage or to dispose of the whole or any part of said lots, to finance the building operations "as owner of said property."

And it further recites that as the building progresses it will mortgage lots 1 and 2 at a sum not in excess of $30,000., and use its best endeavors to sell or mortgage the remaining lots for the purpose of said building, and the agreement following provides for the carrying out of these

recitals, and limits the defendant in selling or mortgaging by providing that in either case, it will convey to the complainant, and that she will convey or mortgage directly and reconvey the equity to the defendants and turn over to them the purchase money of any sales made by her.

It is clear by its terms that this agreement is confined to the building of said building, and that the property is conveyed under the terms of that agreement solely and exclusively to pay or secure the cost of erecting said building, plus the sum of 10% of said cost, as the entire compensation of the defendants.

For that purpose I must decide that the scope of this accounting must be confined to the actual building or construction of the said building plus the compensation therein provided for the defendants; and to an accounting to be made by the defendant for the rents and profits received by it for the period during which it had possession of said building.

The defendants have included in their account the cost of the construction of this building. They have also presented an account of their receipts and expenses while in possession of the property. This accounting first presented in the form of the account annexed to their answer, has been separated or classified by the defendant under various heads—showing the expenditures and charges made by it in the performance of different classes of work.

In addition to the construction of the said building, the contract provides that the defendant shall finance the property conveyed to him, shall see to the procuring of the mortgages and the sales of the various plots, the proceeds of which were to be applied in payment of the construc-

tion account. The standing of the defendant in this transaction is twofold. First, that of builder. Second, that of a trustee in the management of the property transferred to it as security. This trust capacity is annexed to this contract by the conveyance made by the complainant of her property to the defendant, subject to the defeasance contained in the agreement.

There was in the agreement a trusteeship conferred upon the defendant to finance—that is, to sell this property or to mortgage this property for the purpose of raising money with which to pay it under the building contract. This power was under check of the complainant.

In the exercise of this trusteeship I find nothing in the contract between the parties that entitles the defendant to compensation. It is true that this contract is not entirely clear with regard to the compensation provided for, for the defendant. In the recital, the entire compensation for the services in the building is a sum equal to 10% of the entire cost of said building. In the agreement it is provided that on the payment to the defendant of the entire cost including expenses connected therewith and with matters related thereto, together with the payment to the defendant of a sum equal to 10% of such entire cost, referring evidently to the guarantee made by the defendant that the entire cost of the building including 10% compensation to the second party above mentioned, or mentioned in the recital, is the compensation provided for the defendant.

And my construction is that the defendant for his compensation was entitled to 10% of the cost of said building. The defendant has made a complete accounting under the preliminary reference

had before me as Special Master, and before the matter was referred to me. In that proceeding he produced his books, vouchers, documents and everything in his possession connected with the whole transaction. The accounting is of such character that the cost of construction of the building can be determined and an account of the rents and profits received by the defendant, and its disbursements has also been made.

While the entire evidence of this accounting has been taken before me, in this memorandum I do not propose to make an accounting, but to determine the general scope in which an accounting should be made. The defendant does not dispute that the complainant has not performed her covenants in the contract of February 26, 1913. She paid to the defendant as a condition precedent $5000 in cash, and assigned to him two mortgages of $2,000 each. She conveyed to the defendant the real estate mentioned in the said agreement. The real estate, upon which the building was constructed was mortgaged during the performance of this contract three different times, and finally on April 16, 1914, was mortgaged by the complainant to whom the defendant had transferred the property for the purpose to the Trust Company of New Jersey for $30,000, and the equity reconveyed to the defendant. Two pieces of the property conveyed to the defendant was reconveyed to the complainant to separate purchasers and the purchase money for such conveyances received by defendant, who in the performance of his trust, paid the existing liens on the same and credited the balance for the equity upon his account.

The defendant, under his building contract, completed said building, but the complainant disputes that the same was built according to the plans and specifications or defectively built in

certain particulars. Some evidence has been presented with regard to the performance of this contract. It is claimed by the complainant that some of the work done was defective, and that poor material was used, and attention is especially called to two facts, one of which is that the wall of the building is not waterproof, and some expert testimony is produced to show before me that these could have been made waterproof by using a preparation.

It is further claimed that the floors are laid in an unskillful manner, and with poor material. There are some other criticisms made with regard to the building, and some expert testimony has been introduced to show these facts. The difficulty that I met with here, is that the complainant employed no independent person to supervise this building on her behalf, but that she left the performance of the contract entirely to the defendant.

There is no provision in the contract for independent supervision of this building, and a supervisor or a superintendent of the building is not provided for in the contract. Mr. Beaumont, the President of the defendant, claims compensation for the supervision of the building, but I do not find by the contract, that the defendant was vested with the power of supervising the building, and that no supervision was had in behalf of the complainant. If these defects in the building existed, there is no doubt that it would be the duty of the defendant to remedy them, but the contract is a peculiar one. The complainant is required to pay for nothing more than the material used plus the 10% to the contractor, and the price of this material is all, so far as the evidence goes, with which she is charged. If the defendant has paid for inefficient workmen, the complainant pays no

more than that paid by the defendant. I do not think that I can allow an offset upon the plaintiff's account, for what is alleged to be defective labor. The evidence is contradicting, and I am not satisfied that such claim for defective labor is sustained.

However, arising out of this is the charge made by the defendant in its accounting for a charge of $19.20 a day for money paid to its President, Mr. Beaumont, for superintending the construction of this building. As stated, the contract provides for no independent supervision. The defendant cannot charge the complainant with the salaries that it pays its officers for supervising or superintending a building. The defendant is the contracting party; it had a right to employ whoever it chose to superintend on its part, the work of the laborers employed by it. It agreed to do work and receive a compensation, but the contractor himself, cannot charge in such contract for services paid to its President or its Secretary for looking after its own work.

I find nothing in this agreement that authorizes the defendant to charge this complainant with the salary of its President Mr. Beaumont, and this salary included in the payrolls must be eliminated from the costs of construction. The only case that I have been able to find in this state upon the question of costs and 10% is that decided by Vice-Chancellor Pitney in 1899, *Isaacs v. Reeve,* 44 Atlantic, p. 1, in which the Vice-Chancellor, in his opinion states that under a contract for costs and 10% he shortly disposed of a sum charged by the contractor for an attendance of the place and horse hire charge in addition to 10%; the charge was simply for attendance. He disallowed such charges on the part of the contractor by saying that the 10% was intended to cover those services.

Memorandum.

I think that the 10% compensation is intended to cover all expenses that the defendant may have incurred in the payment of salaries of its president, of its secretary, and of every person except those that were employed by the defendant engaged in the labor of putting in place the material that went into the construction of the building, and not for the attendance on the building of its president, of its secretary, or any salaried officer, and the inclusion in the payroll of the president's salary, of the salary of its Secretary, Mr. Rowan, or of its messenger boy Stanley are improper charges in such account and should not be allowed to the defendant. In the accounting for the construction of this building there are various charges made for money paid for telephone calls, carfare, stationary, and expenses for postage. These items are not proper charges against the complainant for the construction of this building. The car fares were largely for the traveling expenses of the officers to and from the place of business, and as stated in the case of *Westendorg, et al. vs. Dininny,* 92 N. Y. Suppl'nt p. 858 such charges were disallowed. It was claimed that they were allowed by custom, but no such custom is here pretended, nor was there any provision made in the contract that this should be a part of the cost or the expenses of the said building. The telephone calls which were a large item, are conveniences for the defendant themselves, and not for the complainant. The statutory and the incidental items were office charges of the defendant and were not costs and expenses of this building, those must be disallowed. The items charged for tools, ladders, mortar tubs that were used upon this job cannot be allowed. These things were part of the equipment of a contractor, and the complainant when she enters into a contract,

and the defendant, when he agrees to build, must himself furnish all the tools and necessary appliances for that work, the charges for plans must be stricken out. In the accounting to be made, the defendant is entitled to be allowed for all money paid for all building materials, all hardwood, and the amount of such contracts paid by it for the purpose of said building as shown in his accounting.

It is further entitled to all money paid by it for the labor, cost of putting the material together, which are shown by the payroll sheets, but as stated, these payments for the officers of the company are not proper payrolls, and must be excluded. He is entitled to be paid for fire insurance to protect said building, labor of excavation and leveling, as shown in his accounting.

After the building was completed by the consent of the complainant the defendant, who claimed that there was considerable amount owing to it, took possession of the building. He received the rents of the same and has presented accounts showing the amount of money received, and the amount expended while he had possession of these premises from the 1st of November, 1913, until the appointment of a received in this case. The position of the defendant was clearly that of a mortgagee in possession. The object of his holding possession of the property was to procure money with which to pay the amount that might be found due him upon the completion of the building. When the building was completed, the defendant was under obligation to render an account, but prior to the completion of this building on June 24, 1913, the defendant received at his own request from the complainant an authorization to rent and also such arrangements as might be necessary for furnishing and running the apart-

ments; such cost as may be expended in connection therewith to be added to the contract allowance. Under this authorization the defendant claims that he was entitled to charge 10% of such cost. If there was labor and material which was purchased by the defendant used in the furnishing of those apartments prior to the completion of the building, this authorization would include such furnishing up to the completion of the building as a part of the cost of said building. The defendant can be allowed for the extra material furnished in the construction of said building, and is entitled to its 10% compensation for the amount paid for such material, together with the labor for putting the same in place. But all expenditures made after the building was completed, and it became ready for occupancy, are not part of construction account. The defendant's position then became that of a mortgager, and he must be charged under the same rule with all money received by him, and be allowed for all expenditures made by it. In this account he cannot be allowed any compensation because the rule is imperative that a mortgagee in possession is not allowed to make profit out of the possession of the estate. The accounting made by the defendant which begins upon the 12th day of April, 1912, and ran from thence forward to May, 1916, is a general account of the moneys that the defendant claims to have expended together with the credits for the money received by it and combines the work done anterior to the contract and includes moneys paid while it was a mortgagee in possession.

For the convenience of Counsel and the court, these accounts were classified, and out of the amount of expenses were selected the various items of work done under the contract;—work of demolishing the residence and the various state-

ments of the work of the defendant at different stages, and the credits received on these various amounts. This itemization was done for convenience—the service rendered from April 6th, 1912, including demolishing the residence that was known as the Craig house, must be eliminated. Notwithstanding the stipulation made by Counsel, I do not feel that this court should concern itself with the dealings between the complainant and the defendant prior to the 26th day of February, 1913. All that I could say with reference to that, was that the evidence shows that the Craig residence upon the property was demolished prior to the entering into the contract sued upon; that certain material coming from said building was used in the construction of the new building; that the amount used in said building went to diminish the cost of said construction, and the only concern with the court as at this time, is to know how much money was expended by the defendant in the construction of the said building, and how much money was received by the defendant from the renting of said building, after completion, which after making due allowances for payments made by way of tax, insurance and repairs, is a proper credit upon that amount.

There is another item, and that is the procuring of these lots and the sales of these properties. The defendant had agreed to finance this operation and to procure the necessary loans. He procured three loans during the progress of the construction of the house on the same property. First a $15,000 loan which was paid off by a loan of $20,000 and which again was paid off by a loan of $30,000, the mortgage now remaining on the property. The cost for procuring the first loan of $15,000 the defendant says is $914. The so-called payroll or the salary charged the defendant for

the services of its President, and the carfares are not a proper charge to make against this complainant; neither is the defendant entitled to a 10% of its payment. The amount actually paid out apart from the so-called payroll, which was the salary of defendant's President, was a little over $400 which itself seems an unreasonable large amount to pay for a temporary loan. This loan was within a year paid off by a second loan of $20,000 by the Provident Institution for Savings. There were fees charged, and a premium on the bond furnished. These were paid out of the moneys of the defendant. The defendant is not entitled to their claim for services and carfare.

On the third loan which was procured very shortly afterwards, the defendant paid $204.94. For each and one of these loans it charges for the services of its president in its operation under the agreement, where they agreed to finance this matter. They are not entitled to the President's fees, their carfare, or their 10%.

There are other items in the account of the defendant in the performance of its duty of financing the said building, which cannot be allowed. The defendant cannot be allowed for fees paid by him, known as lawyers services. The lawyer was the adviser of the President of the defendant, and the expenditures made by him were made on his own responsibility, and without consulting the complainant. It cannot be allowed for services of its President or carfares charged by them either in the sales or mortgaging of said property.

An accounting in this case must be made; first to determine the cost of the construction of the building under the contract in the manner herein indicated. To this cost 10% must be added as compensation for the defendant. The balance

found on such an accounting determines the amount of the lien upon the property in question. The defendant must account for the money received by it for rents and profits of the said premises while in possession of the same. The balance found on such an accounting, if in favor of the complainant, must be credited upon the building contract. A third accounting must be made by the defendant showing the amount received by it from sales or mortgages, also in the manner indicated, and the balance must be credited upon the construction account.

If there is a general balance found due to the defendant, complainant is entitled to a redemption of the property upon which the amount was found due. If the balance is in favor of the complainant, the decree will be made that the complainant is entitled to the conveyance of said property, and a decree for such balance.

If Counsel cannot agree between them upon the statement of an account as herein indicated, I will make such an accounting.

Accounting.

(Filed, July 10, 1916.)

IN CHANCERY OF NEW JERSEY.

ELEANOR P. SHAW,
Complainant,
vs.
GEORGE B. BEAUMONT COMPANY,
Defendant.

Hartshorne, Insley & Leake, Solicitors for the Complainant.

William A. Lewis ,Solicitor for the Defendant.

In this matter the complainant is entitled to an accounting as the testimony of an accounting was taken principally before me as a Special Master, before the same was referred to me as an Advisory Master, and the facts are before me, I will not refer the same to a Master.

I have already indicated in a memorandum sent to the counsel that the scope of such an accounting will be confined simply to the performance of the contract of February 26th, 1912.

Under that contract the defendant agrees to do certain work that was the construction of a building at cost, and his compensation was to be 10 per cent. of the cost of said building.

On rehearing the counsel for the defendant insists that by the 8th clause of that contract it was to be 10 per cent. on the cost charge and expenses connected therewith. I cannot read the contract in such way. The recital says 10 per cent. of the cost of the building. The 8th clause says that a reconveyance will be made upon the payment by the party of the first part of all costs, charges and expenses, together with the payment of a sum equalled to 10 per cent. on the entire cost.

From the whole wording of the contract it seems to be very clear that no charges or expenses are provided for, except the cost of the material and labor on the building.

I think therefore, that the actual cost of the material and the labor in putting the same together plus 10 per cent. as compensation is the amount of the lien that the defendant has upon the property conveyed and turned over by the complainant.

Taking such as the basis, I have added hereto a statement as I find it from the statement of account of the defendant, and cost of material and the cost of labor.

I have eliminated all charges in the account of the defendant for stationery, tools that were not used upon the building, telephone charges, carfares, incidental expenses, and the payment by the defendant of salary of its officers, the president and the secretary and the office boy, except in so far as there is any proof of manual labor done by these officers.

In addition to that there is an authorization of June 24, 1913, authorizing the contractor to make necessary arrangements for furniture and running the apartment as part of the contract. This I construe as an extra to be added to the cost of said building. I have, therefore, made an accounting of the material used in said building. I have added to that the cost for furnishing and running that apartment up to the time the same was finished. I have also added the cost of labor taken from the pay-rolls that have been furnished, and I find that the total cost of the building including said amounts was $34,704.49. To this the 10 per cent. is to be added making the total cost of the building $38,174.99. This was the lien that the defendants had upon the property on November 1, 1913.

Of the moneys received by the defendant I find that on November 12th he had received $23,467 on the contract price. That on December 23rd, he received as the proceeds of $20,000 the sum of $4,450.87 and from the sale of the Hughes property $3,500, making $31,753.87. On April 16th, 1914, he received the proceeds of a $30,000 loan making an overpayment of the amount due.

There should be an adjustment of interest, but then also the defendant should be chargeable with interest on the overpayment of the cost of the building money that he had received. I have, therefore, not considered the question of interest, as it will be found that on February 16th the defendants had been overpaid upwards of $2,000.

There is also attached a statement of account for the rents and profits received and proper payments and disbursements out of the same. By this it will be found that the defendant is also indebted to the conplainant.

If errors are made in this matter counsel will promptly call my attention to the same.

I will advise a decree conformable to the account, but the decree should recite that an account has been made by the Master and in the manner in which that account is made. That is, that the defendant shall be allowed the cost of all material and labor in constructing the building, eliminating such charges as are eliminated, and having done so find a balance of such an amount as is found in the account, and that also an accounting has been made for the rents and profits, and in the manner it has been made, and find that there is due to the complainant for the rents and profits such amount as is found in the account. And then decree a reconveyance of the property and a personal decree against the defendant.

Accounting.

IN CHANCERY OF NEW JERSEY.

ELEANOR P. SHAW,
Complainant,
vs.
G. B. BEAUMONT COMPANY,
Defendant.
Accounting.

Cost of Building Under Contract of February 23d, 1913.

(1) Cost of materials used in building the apartment house on lands described in the bill of complaint:

1913.			
Mar.	22	Street permit	$ 3.00
"	20	Fisk & Company—tapestry brick	390.00
"	31	43,000 Common brick	258.00
Apr.	2	Lumber	2.79
"	4	Trucking tapestry brick	33.75
"	5	Demurrage on tapestry brick	1.00
"	5	Street permit	5.00
"	9	Water permit	55.25
"	10	Survey	10.00
"	12	Kerosene	.39
"	14	Fire Insurance Premium	8.25
"	11	Excavating	445.00
"	18	Landrine—supplies	.20
"	21	Liability Insurance Premium	140.06
"	29	Blue prints	.26
May	3	Washburn Bros.—Mason material	1,316.31
"	3	Hull, Grippen & Co.—Nails	21.65
"	2	Oakland Lumber Co.—Lumber	627.32
"	3	Waterproofing paint	11.00
"	19	Stationery—tracing cloth	3.67
June	2	Load of ashes	2.60
"	3	Oakland Lumber Co.—lumber	178.43
"	3	Washburn Bros.—building material	1,592.97
"	30	Ashes	2.50
"	30	Oakland Lumber Co.—lumber	269.54
"	30	Blue prints	.24
"	30	Fagan Iron Works	595.00
"	30	Nate Company	700.00
"	30	Cullen Plumbing Company	1,250.00
"	30	Premium on Nate Company bond	7.00
"	30	Meyer-Bez Stone Company	450.00
"	30	Woodhouse & Company	301.75
July	1	Washburn Bros.—mason material	392.00
"	1	Landrine—miscellaneous supplies	4.06

	"	22	Marjorie Roofing Co.—roofing paint	12.00
	"	29	Lumber from Craig residence	465.11
	"	31	Fire insurance premium	137.50
	"	31	Ashes	1.50
	"	31	Landrine—nails and hardware	12.00
	"	31	Oakland Lumber Company—lumber	586.72
	"	31	Washburn Bros.—mason material	607.16
	Aug.	1	2 signs	7.50
	"	2	Leveling plot	5.00
	"	8	J. J. O'Hara—lathing	245.35
	"	20	W. H. Gutschmidt—roofing	400.00
	"	23	Job expense	.15
10	"	30	Sash weights	21.60
	"	30	Sash weights	6.90
	"	30	Johns-Manville Co.—floor deafening	125.64
	"	30	Landrine—nails	1.47
	"	30	Washburn Bros.—mason material	820.95
	"	30	Oakland Lumber Co.—lumber	48.08
	"	30	Ashes and removal of rubbish	16.00
	"	30	Nenagh—sash weights	48.00
	"	30	Fire insurance premium	55.00
	Sept.	9	Fagan Iron Works	405.00
	"	19	W. H. Gutschmidt	100.00
	"	19	Lavery & Co.—flooring	779.25
	"	20	Leonard Sheet Metal Works	238.00
	"	20	Woodhouse & Co.	2,413.25
	"	20	Mayer Betz Stone Co.	450.00
	"	23	Mackay Co.	1,400.00
20	"	23	Nate Company	700.00
	"	24	Storm Manufacturing Co.	170.00
	"	24	McCoy & Son	750.00
	"	25	Newark Mantle Co.	675.00
	"	30	Removal of dirt	16.00
	"	30	Watson-Flagg Eng. Co.	1,000.00
	"	30	Landrine—sheathing paper	3.53
	"	30	Washburn Bros.—mason material	26.43
	"	30	Menagh—nails	9.40
	"	30	Wallace & Co.	528.00
	"	30	Cullen Plumbing Co.	2,028.00
	"	30	Nate Co.	54.00
	Oct.	3	Blue prints	.24
	"	4	Job expense	2.40
	"	4	Nate Company—extra work	42.00
	"	19	Blue prints	.50
30	"	23	Lavery & Company—flooring	25.28
	"	23	Public Service Gas Company—gas ranges	288.00
	"	24	Judd & Company—clothes posts	2.06
	"	28	Corbin—hardware	362.04
	"	30	Judd—clothes poles for closets	11.19
	"	30	Mayer-Bez Stone Company	15.00
	"	31	Hanson & Rhodes—hardware	4.15
	"	31	Gahagan's Sons—kitchen dressers	76.00
	"	31	Wallace & Company—extra work	27.00
	"	31	Blue prints	.20
	"	31	Menagh—flooring nails	2.35
	"	31	Mackay Company—extra work	68.00
	"	31	Corbin—hardware	6.60
	"	31	Landrine	3.60
	Nov.	1	Job expense—electric lamps	3.32
	"	18	Newark Glass Company	6.25
40	Dec.	8	W. H. Gutschmidt	35.72
	"	18	Cullen Plumbing Company—extra work	136.77

"	9	Mackay Co.—Painting	21.00	
1914.				
Jan.	3	Art Metal Works—2 front lamps	77.00	
"	12	Liability insurance premium	144.76	
"	31	Blue prints	.10	
1915.				
June	25	Woodhouse & Company	125.00	
		Total amount of cost of materials ...		$25,934.85

Under the authorization dated June 24th, 1914, authorizing the contractor to make such arrangements as would be necessary in furnishing and running the apartment, such cost to be added to the contract allowance, I will add to the contract allowance such expenditures as were made prior to the completion of the building on November 1st, 1913, as follows:

1913.				
Sept.	23	Mackay & Co.—painting	$ 550.00	
Oct.	15	Burns & Bros.—4½ tons of coal	28.15	
"	15	Janitor's wages	12.50	
"	31	Coal	12.30	
"	31	Gas	.18	
"	3	Suit and cap for janitor	18.62	
	31	9 refrigerators	197.00	
"	31	Shade windows	178.60	
		Total cost of materials		$26,932.20

(2) Credits to be deducted from the cost of materials used in building:

1913.				
July	29	Lumber from Craig residence	$ 465.11	
Aug.	4	Charged to Nate Company	2.77	
"	4	Charged to O'Hara Company	1.55	
"	6	Charged to Nate Company	1.09	
Sept.	15	Discount from bill of Johns-Manville Co.	2.51	
"	19	Credit on account of Cullen Plumbing Co.	238.05	
"	28	Credit on Cullen Plumbing Co. contract	44.00	
Oct.	1	Charge to Cullen Plumbing Co.	4.54	
"	1	Charge to Woodhouse Co.	2.81	
"	1	Discount on bill of Lavery Co.	15.39	
"	1	Charge to Cullen Plumbing Co.	1.90	
"	3	Credit on Woodhouse Co. contract	97.00	
"	24	Credit from Woodhouse Co.	2.79	
"	31	Credit from Washburn Bros.	37.17	
Nov.	6	Charge to Woodhouse Co.	.63	

" 21	Credit from Public Service Company	45.00	
Dec. 12	Credit from McCoy & Son	60.00	
" 20	Withheld from Woodhouse Co.	187.54	
1914.			
Feb. 6	Credit from Insurance Co.	122.11	1,332.16
	Cost of materials after deducting the total amount of credits		$25,600.04

(3) Cost of labor used in putting the materials enumerated in place:

1913.			
Mar. 6	.....	$ 7.15	
" 13	.....	1.65	
" 20	.....	9.35	
" 27	.....	32.25	
Apr. 5	.....	56.25	
" 12	.....	119.15	
" 19	.....	290.66	
" 26	.....	537.13	
May 3	.....	361.54	
" 10	.....	369.45	
" 17	.....	525.67	
" 24	.....	444.40	
" 31	.....	348.20	
June 7	.....	304.86	
" 14	.....	251.15	
" 21	.....	237.40	
" 28	.....	226.40	
July 3	.....	207.60	
" 12	.....	177.36	
" 19	.....	211.30	
" 26	.....	215.10	
Aug. 2	.....	128.83	
" 9	.....	512.20	
" 16	.....	561.60	
" 23	.....	312.73	
" 30	.....	160.95	
Sept. 6	.....	110.50	
" 13	.....	195.45	
" 20	.....	279.57	
" 27	.....	329.45	
Oct. 4	.....	394.90	
" 11	.....	391.66	
" 18	.....	386.70	
" 25	.....	202.16	
Nov. 1	.....	92.95	
" 8	.....	55.80	
" 15	.....	34.53	
" 29	.....	1.87	
Dec. 18	.....	12.75	
" 26	.....	3.49	
1914.			
Jan. 1	.....	2.00	
" 8	.....	.34	4,170.43
	Total cost of building		$34,704.49
	Plus 10 per cent. on the total cost of the building as above		3,470.50
	Total		$38,174.99

STATEMENT OF THE AMOUNT RECEIVED BY DEFENDANT ON ACCOUNT OF THE CONSTRUCTION OF SAID BUILDING.

1913.				
Feb. 27	Received cash from the complainant			$ 5,000.00
Apr. 21	Received interest on the La Salle mortgage			
" 23	Received interest on the Lanni mortgage			
" 23	Received principal of the loan made to Lanni and assigned to the defendant			2,000.00
July 16	Interest and principal received on the La Salle mortgage assigned to it			2,000.00
July 17	Received from the New Jersey Title Guarantee and Trust Company	$ 5,000.00		
Aug. 8		2,500.00		
" 29		2,500.00		
Sept. 20		2,000.00		
Oct. 20		2,000.00		
Nov. 12		1,000.00	$15,000.00	
	From which is to be deducted the following fees, etc., paid in procuring loan:			
June 10	Examination of plans	$ 15.00		
" 25	Fees paid Title Company	100.00		
" 30	Survey	10.00		
Nov. 29	Fees paid for loan	253.00		
		$ 378.00		
	Less amount paid by complainant	15.00	353.00	14,647.00
Dec. 23	Loan from the Provident Institution for Savings		$20,000.00	
Dec. 23	Paid Hartshorne, Insley & Leake for loan	$ 97.01		
" 26	Premium for bond	25.00		
" 26	Paid off principal and interest of the New Jersey Title Guarantee and Trust Company mortgage	15,427.12	15,549.13	4,450.87
1914.				
Apr. 16	Loan from Trust Company of America		$30,000.00	
Feb. 13	Paid interest on $20,000 loan	$ 25.00		
Apr. 16	Paid off the $20,000 mortgage and interest made to Provident Institution for Savings	20,294.44	20,319.44	
			$ 9,680.56	
Apr. 16	Fee paid James F. Fielder, atty.	$ 204.94	204.94	9,475.62
1913.				
Dec. 23	Cash received from sale of lot to Hughes	$ 3,500.00		
1914.				
Feb. 9	Sale of lot to Katie N. Noe	9,600.00		
			$13,100.00	

"	28	Paid for recording deed	$ 4.30		
Mar.	19	Carting away rubbish	65.00		
Apr.	5	Interest on Craig mortgage ..	450.00		
Sept.	26	Interest on Craig mortgage ..	450.00		
Dec.	18	Notary fee	.50		
"	19	Paid off Craig mortgage	2,000.00		
"	19	Paid taxes 1913-1914	816.65		
"	19	Interest on said mortgage	33.00		
"	24	Paid off principal and interest of Craig mortgage	6,113.83		
"	24	Paid on account of Craig mortgage	1,000.00		
1914.					
Jan.	29	Cash for cancelling mortgages	2.00		
Feb.	16	Recording deed	2.20	10,337.38	2,762.62
					$40,332.11

RENTS COLLECTED BY THE DEFENDANT WHILE IN POSSESSION OF THE PREMISES.

1913.			
November	Amount less rent of the complainant amounting to $70	$ 75.00	
December	.....	145.00	
1914.			
January	.....	240.00	
February	.....	325.00	
March	.....	385.00	
April	.....	385.00	
May	.....	455.00	
June	.....	455.00	
July	.....	455.00	
August	.....	455.00	
September	.....	455.00	
October	.....	465.00	
November	.....	465.00	
December	.....	465.00	
1915.			
January	.....	465.00	
February	.....	465.00	
March	.....	465.00	
April	.....	465.00	
May	.....	465.00	
June	.....	465.00	
July	.....	465.00	
August	.....	465.00	
September	.....	345.00	
October	.....	255.00	
November	.....	190.00	
December	.....	190.00	
1916.			
January	.....	190.00	
February	.....	250.00	
March	.....	310.00	
April	.....	310.00	$10,925.00

EXPENDITURES WHILE IN POSSESSION OF THE PREMISES.

1913.				
Nov.	1	Janitor's wages	$ 12.50	
"	1	Engraving tenants' names, etc.	2.25	
"	15	Janitor's wages	12.50	
"	29	Janitor's wages	12.50	
"	29	Coal	36.90	
"	29	Gas	.63	
"	29	Gas	3.24	
"	29	Carpet	125.63	
Dec.	10	Fire insurance premium	95.04	
"	17	Janitor's wages	12.50	10
"	27	Engraving tenants' names, etc.	.75	
"	31	Electric lamps	18.60	
"	31	Coal	55.35	
"	31	Gas	1.62	
"	31	Gas	2.79	
"	31	Electricity	15.80	
1914.				
Jan.	3	Janitor's wages	12.50	
"	13	Engraving tenant's name	.75	
"	17	Janitor's wages	12.50	
"	17	Labor	2.40	
"	21	Insurance premium liability	12.00	
"	27	Cardholders	.71	
"	27	Two dozen blank leases	.75	
"	31	Mat for front door	2.00	
"	31	Stationery	.39	20
"	31	Engraving tenant's name, etc.	1.00	
"	31	Two Mazda lamps	1.16	
"	31	Janitor's wages	12.50	
"	31	Coal	73.80	
"	31	Gas	1.71	
"	31	Gas	2.97	
"	31	Electricity	10.80	
"	31	Carfare to purchase lamps	.10	
Feb.	10	Postage stamps	.50	
"	14	Janitor's wages	12.50	
"	28	Coal	61.50	
"	28	Electricity	9.00	
"	28	Gas	1.17	
"	28	Gas	2.43	
"	28	Janitor's wages	12.50	
"	28	Stationery used during February	.30	30
"	28	Public Service Gas Co.—lamps	16.20	
Mar.	3	Postage stamps	.50	
"	5	Engraving tenant's name, etc.	.50	
"	6	12 clothes line posts	10.80	
"	7	Payroll for setting clothes line posts	22.00	
"	9	Panel railing at court	8.00	
"	14	Janitor's wages	12.50	
"	14	Payroll for grading, etc.	48.00	
"	14	Janitor's expense	.40	
"	19	Two shades	2.05	
"	25	Interest on Craig mortgage, $6,000	180.00	
"	31	Water bill to Feb. 27, 1914	18.40	
"	31	Janitor's wages	12.50	
"	31	Coal	79.95	
"	31	Gas	2.25	
"	31	Gas	1.17	40
"	31	Electricity	6.70	

	"	31	Miscellaneous supplies (Landrine)	11.15
	Apr.	4	Extra door key for tenant	.25
	"	4	Carpenter working on apartment	21.04
	"	7	Engraving name on push button	.75
	"	13	Engraving name on push button	.50
	"	14	Taxes 1913-1914	184.44
	"	18	Janitor's wages	12.50
	"	18	Janitor's expense	1.30
	"	27	Delivery stamp	.10
	"	30	Galvanized railing at court	39.00
	"	30	Exchange on check	.10
	"	30	Janitor's wages	12.50
10	"	30	Janitor's expense	.30
	"	30	Electricity	7.30
	"	30	Gas	2.52
	"	30	Gas	1.08
	"	30	Coal	36.00
	May	6	Grass seed and rake	.75
	"	16	Janitor's wages	12.50
	"	26	Electricity	5.70
	"	26	Gas	2.34
	"	26	Gas	.90
	"	29	Janitor's wages	12.50
	"	31	Coal	18.00
	"	31	Exchange on rental check	.10
	June	12	Awnings	90.00
	"	16	Janitor's wages	12.50
	"	16	Janitors expenses	.40
20	"	20	Water bill	24.15
	"	30	Electricity	5.10
	"	30	Gas	.81
	"	30	Gas	2.16
	July	1	Interest on $30,000 mortgage	380.00
	"	3	Janitor's wages	12.50
	"	6	Screens	160.00
	"	16	Janitor's wages	12.50
	"	16	Janitor's expenses	1.14
	"	18	Carpenter work at apartment	2.06
	"	31	Coal	12.00
	"	31	Electricity	4.90
	"	31	Gas	.99
	"	31	Gas	2.25
	"	31	Four batteries	1.00
	"	31	Eight bar guards on windows—Fagan Iron Works	35.00
30	Aug.	1	Janitor's wages	12.50
	"	4	Repairing Apartment #10	25.30
	"	14	1½ pair butts for front door	1.81
	"	15	Janitor's wages	12.50
	"	19	Water bill to Aug. 15th	34.50
	"	29	Janitor's wages	12.50
	"	31	Coal	6.00
	"	31	White paint, oil and paint brush	2.51
	"	31	Lawn mower	2.94
	"	31	Electricity	5.70
	"	31	Gas	1.98
	"	31	Gas	.81
	Sept.	11	Blank leases	.75
	"	15	Janitor's wages	12.50
	"	16	Wall paper for Apartment #41	13.60
40	"	26	Interest on Craig mortgage of $6,000	180.00

"	30	Interest on $30,000 mortgage	450.00
"	30	Exchange on rental check	.10
"	30	Wall paper for Apartment #41	1.20
"	30	Electricity	7.10
"	30	Gas	1.98
"	30	Gas	1.08
"	30	Coal	12.50
"	30	Janitor's wages	12.50
Oct.	2	Engraving tenant's name on push button	.75
"	3	Papering Apartment #41	39.00
"	5	For sending cash	.10
"	6	Papering Apartment #41—balance	8.75
"	9	Wall paper for Apartment #41	1.08
"	14	Lettering number on apartment	2.00
"	16	Janitor's wages	12.50
"	16	Janitor's expense	.50
"	24	Bill for water	23.00
"	24	Carpenter working at apartment	.50
"	31	Coal	18.75
"	31	4 Columbia dry batteries	1.00
"	31	Janitor's wages	12.50
Nov.	2	Gas	2.61
"	2	Gas	1.35
"	2	Electricity	6.90
"	14	Janitor's wages	12.50
"	14	Carpenter work	8.00
"	16	Janitor's expense	.50
"	16	Electrical repairs	.75
"	28	Janitor's wages	12.50
"	28	Carpenter work	8.00
"	30	Coal	68.75
"	30	Gas	2.52
"	30	Electricity	8.20
Dec.	16	Janitor's wages	12.50
"	16	Janitor's expenses	1.25
"	31	Gas	2.61
"	31	Gas	2.79
"	31	Electricity	7.50
"	31	Fire insurance premium to 11/29/15	68.31
"	31	Stationery	.33
1915.			
Jan.	1	Pane of glass	3.25
"	15	Janitor's wages	25.00
"	15	Janitor's expenses	.60
"	30	Janitor's wages	12.50
"	30	Shades for Apartment #40	5.50
"	30	Gas	1.53
"	30	Gas	2.07
"	30	Electricity	6.60
Feb.	16	Janitor's wages	12.50
"	16	Reimbursement to Holt for damages from leaks	10.00
"	16	Janitor's expense	2.95
"	28	Janitor's wages	12.50
"	28	Janitor's expense	.50
"	28	Electricity	7.60
"	28	Gas	1.44
"	28	Stationery use—February	.36
Mar.	5	Coal	18.75
"	13	Coal	18.75
"	15	Janitor's wages	12.50

	"	22	Coal	18.75
	"	31	Janitor's wages	12.50
	Apr.	22	Wall paper for Apartment #40	.96
	"	16	Weather strips	36.00
	"	16	Gas	5.40
	"	16	Electricity	5.40
	"	16	Coal	212.50
	May	1	Janitor's wages for April	25.00
	"	1	Janitor's expenses	.65
	"	11	Six tons of coal	34.50
	"	13	Paper and paperhanging	.77
	"	18	Electricity	5.30
10	"	18	Gas	3.78
	June	1	Janitor's wages for May	25.00
	"	15	Janitor's wages	12.50
	"	15	Janitor's expenses	.40
	"	16	Screen door for the court	1.77
	"	16	Gas	1.62
	"	16	Gas	1.98
	"	16	Electricity	4.80
	"	16	Water bill	34.66
	"	16	Three tons of coal	17.25
	"	22	Postage stamps	.36
	"	22	Three awnings and hanging	20.00
	"	22	Coal	11.50
	"	24	Repairing sink	1.00
	July	1	Janitor's wages	12.50
	"	1	Janitor's expenses	.74
20	"	15	Pane of glass	.25
	"	16	For gas	1.80
	"	16	Gas	2.25
	"	16	Electricity	5.00
	"	27	Awnings	6.00
	Aug.	2	Janitor's wages	25.00
	"	16	Coal	11.50
	"	16	Electricity	4.60
	"	16	Gas	1.71
	"	16	Gas	2.34
	"	16	Repairing lights	1.60
	"	16	Bill for water	63.25
	Sept.	1	Janitor's wages	25.00
	"	1	Janitor's expenses	.60
	"	13	Registered letter to tenant	.10
	"	17	Gas	1.80
30	"	17	Gas	2.34
	"	17	Electricity	5.70
	Oct.	2	Janitor's wages	25.00
	"	2	Janitor's expenses	.40
	"	19	Electricity	6.60
	"	19	Gas	2.07
	"	19	Gas	1.71
	"	20	Seven tons of coal	42.00
	Nov.	1	Janitor's wages (October)	25.00
	"	20	Bill for water	29.90
	"	20	Public Service Electric Co.	7.50
	"	20	Public Service Gas Co.	5.49
	"	23	Altshul Coal Company	30.00
	"	29	Royal Insurance Co.	68.31
	"	29	Janitor's wages (November)	25.00
	Dec.	15	Janitor's wages	12.50
40	"	27	Public Service Electric Co.	7.30

"	27	Public Service Gas Co.	4.14	
"	27	H. A. Polhemus	6.60	
"	27	Altshul Coal Company	66.00	
"	31	Janitor's wages	12.50	
"	31	Ornamental Art Metal Works	5.50	
"	31	John P. Landrine	1.95	
"	31	Altshul Coal Company	30.00	
1916.				
Jan.	11	Amount deposited in Trust Company of New Jersey	42.31	
"	31	Public Service Gas Co.	3.78	
"	31	Public Service Electric Co.	7.10	
"	31	Janitor's wages (January)	25.00	
Feb.	15	Public Service Electric Co.	7.70	
"	15	Public Service Gas Co.	4.05	
"	15	Altshul Coal Co.	66.00	
"	15	Bill for water	18.40	
"	15	Robert Graves Co.—wall paper..	12.57	
"	29	Janitor's wages	25.00	
Mar.	2	Repairing dumbwaiter	7.40	
"	15	Wall paper Apartment #30	13.86	
"	15	John P. Landrine	1.70	
"	15	H. A. Polhemus (Electrical)	1.85	
"	15	Public Service Electric Co.	7.30	
"	15	Public Service Gas Co.	4.41	
"	15	Altshul Coal Company	70.50	
"	15	Check drawn to the order of Harry Dranow—paperhanging	22.00	
"	15	Check drawn to the order of Hansen & Christiansen—painting and paperhanging)	172.14	
"	15	Janitor's wages (March)	25.00	
"	15	Check drawn to the order of Trust Company of New Jersey	194.24	878.80
				$ 6,353.31

CASH PAID TO THE CLAIMANT.

February 26, 1914, to November 27, 1914		$ 1,400.00
		$ 7,753.31

Final Decree.

(Filed July 11, 1916.)

IN CHANCERY OF NEW JERSEY.

Between

ELEANOR P. SHAW,

Complainant,

and

G. B. BEAUMONT COMPANY, a corporation of the State of New York,

Defendant.

This matter being opened to the court by Hartshorne, Insley and Leake of counsel with the complainant, and in the presence of William A. Lewis, of counsel with the defendant, and upon reading the pleadings and proofs taken in this cause and hearing the argument of counsel, and it appearing that the complainant is entitled to the relief prayed for;

It is on this tenth day of July, in the year 1916, by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, ORDERED, ADJUDGED AND DECREED that the complainant, Eleanor P. Shaw, is entitled to an account of the transactions set out in the bill of complaint and in the pleadings from the defendant, G. B. Beaumont Company;

And it appearing that an account has been taken of said transactions, which account has been filed in this court, whereby it appears that the complainant, Eleanor P. Shaw, has fully paid and satisfied to the defendant, G. B. Beaumont Company, all just debts and claims whatsoever,

which said defendant had against said complainant arising out of the transactions described in the pleadings filed in this cause; it is FURTHER, ORDERED, ADJUDGED AND DECREED that the said complainant, Eleanor P. Shaw, has fully paid and satisfied to the said defendant, G. B. Beaumont Company, all its just claims and demands whatsoever, which the said defendant has against the said complainant;

And it further appearing that defendant has held and still does hold the legal title to certain lands and premises owned by complainant and conveyed to it to hold as security for indebtedness due to it from complainant, and that said indebtedness has been fully paid and satisfied as aforesaid, it is FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, G. B. Beaumont Company a corporation of the State of New York, do forthwith by deed of bargain and sale sufficient in law, convey to the complainant, Eleanor P. Shaw, the following described lands and premises:

"ALL those certain lots, tracts or parcels of land and premises situate, lying and being in that part of Jersey City, which was formerly the City of Bergen, in the County of Hudson and State of New Jersey, which is thus described, viz:

"FIRST TRACT. BEGINNING at a point in the southerly line of Highland Ave., distant easterly thereon 100 feet from the corner formed by the intersection of the easterly line of the new public road of the County of Hudson, commonly known as the Boulevard, with the said southerly line of Highland Ave., thence running (1) southerly at right angles to Highland Ave., 142.95 feet more or less to the northerly line of lands formerly of Robert P. Percy, deceased; thence (2) easterly along the said last mentioned line, 25 feet more or

less to a point where a line from Highland Ave., drawn parallel with and 25 feet distant easterly from the said first line would intersect the said line of lands formerly of said Percy; thence (3) northerly and parallel with the first course, 142.94 feet more or less to the southerly line of Highland Ave.; and thence (4) westerly along the said southerly line of Highland Ave., 25 feet to the point of beginning. Being parts of plots Numbers 14 and 15 on map of property of Henry Fitch, Bergen, Hudson County, N. J., 1867, made by J. W. Soper, C. E. and Town Surveyor," on file in the office of the Register of said county.

"SECOND TRACT. BEGINNING at the corner formed by the intersection of the easterly line of the new public road of the County of Hudson (commonly known as the Boulevard) with the southerly line of Highland Ave.; thence running (1) easterly along the southerly line of Highland Ave. 100 feet to a point; thence (2) southerly at right angles to Highland Ave. 142.95 feet more or less to the northerly line of lands formerly of Robert P. Percy, deceased; thence (3) westerly along the said last mentioned line, 100 feet more or less to the easterly line of the aforesaid new public road (commonly known as the Boulevard); and thence (4) northerly along the said easterly line of the said New Public Road 143 feet more or less to the beginning corner.

"Being parts of plots Numbers 13 and 14 on Map of property of Henry Fitch Bergen, Hudson County, N. J., 1867, made by J. W. Soper, C. E. and Town Surveyor, on file in the office of the Register of said county."

Excepting thereout the following described tract of land conveyed on December 23rd, 1913, to Robert M. Hughes:

"Beginning at a point on the southerly side of Highland Avenue, distant 100 feet easterly from the corner formed by the intersec-

tion of the southerly side of Highland Ave. with the easterly side of the New Public Road of the County of Hudson (commonly known as the Boulevard); thence running (1) southerly at right angles to Highland Ave. 143 feet more or less to a point; thence (2) easterly parallel or nearly so with Highland Ave. 25 feet to a point; thence (3) northerly at right angles to Highland Ave. 143 feet more or less to the southerly side of Highland Ave.; thence (4) westerly along the southerly side of Highland Ave. 25 feet to the point or place of beginning."

Also excepting thereout the following described tract of land conveyed on February 9th, 1914, to Katie Noe:

"All that certain lot, tract or parcel of land and premises hereinafter particularly described, situate in the City of Jersey City, in the County of Hudson and State of New Jersey, particularly bounded and described as follows, to-wit: BEGINNING at the corner formed by the intersection of the easterly line of New Public Road of the County of Hudson (commonly known as the Boulevard) with the southerly line of Highland Ave. 100 feet to a point; thence (2) southerly at right angles to Highland Ave. 38 feet; thence (3) westerly parallel with Highland Ave. 100 feet to the easterly line of said Public Road (commonly known as the Boulevard); thence (4) northerly along said easterly line of said New Public Road 38 feet to the beginning corner."

Said tract of land being all of the lands and premises conveyed by the complainant to the defendant by deed dated February 26th, 1913, with the exception of the lands described above and excepted thereout, which were conveyed to Robert M. Hughes on December 23rd, 1913, and the lands conveyed to Katie Noe on February 9th, 1914.

Final Decree.

And it further appearing by the account taken in this cause, that the defendant has collected and still retains moneys belonging to the complainant, amounting to $5,540 35/100 in excess of the indebtedness of the complainant to the defendant, it is FURTHER ORDERED, ADJUDGED AND DECREED that the defendant, G. B. Beaumont Company, a corporation of the State of New York, pay to Eleanor P. Shaw, the complainant, or to her solicitors, the sum of $5,540 35/100, and that she have execution therefor according to the practice of this court;

And it is FURTHER ORDERED, ADJUDGED AND DECREED that the defendant do pay to complainant, or to her solicitors, the costs of this cause to be taxed, together with a counsel fee to solicitors and of counsel with complainant of the sum of $1,500, said sum to be included in the taxed costs.

Respectfully advised,

E. R. WALKER,
C.

CHARLES J. ROE,
Advisory Master.

Notice of Appeal.

(Filed July 21, 1916.)

The defendant hereby appeals from so much of the final decree made in this court in the above stated cause as recites that the complainant in said cause has fully paid and satisfied to said defendant all just debts and claims whatsoever, which said defendant had against said complainant arising out of the transaction described in the pleadings filed in the cause; from so much of said decree as orders, adjudges and decrees that the said complainant has fully paid and satisfied to said defendant all its just claims and demands whatsoever which the said defendant has against the said complainant; from so much of said final decree as recites that the indebtedness for which said defendant has held and still does hold the legal title to the lands and premises described in said decree as security for indebtedness due to it, of which said complainant has been fully paid and satisfied; from so much of said final decree as orders, adjudges and decrees that said defendant do forthwith by deed of bargain and sale sufficient in law convey to the said complainant the lands and premises described in said decree and therein directed so to be conveyed; from so much of said final decree as recites that said defendant has collected and still retains moneys belonging to said complainant amounting to $5,540.35 in excess of the indebtedness of said complainant to said defendant, and orders, adjudges and decrees that said defendant pay to said complainant or her solicitors the sum of $5,540.35, and that she have execution therefor, according to the practice of this court; and from so much of said final decree as orders, adjudges and decrees that the said defendant do pay to

said complainant or her solicitors the costs of this cause to be taxed, together with a counsel fee to the solicitors of complainant of the sum of $1,500 (said sum to be included in the taxed costs, to the Court of Errors and Appeals in the last resort in all causes.

WILLIAM A. LEWIS,
Solicitor for and of
Counsel with Defendant.

Dated, July 20, 1916.

I conceive there is good cause for appeal in the above stated cause.

WILLIAM A. LEWIS,
Of Counsel with Defendant.

Petition of Appeal.

(Filed Aug. 10, 1916.)

To the Honorable, The Court of Errors and Appeals in the last resort in all causes:

The petition of G. B. BEAUMONT COMPANY, a corporation of the State of New York, defendant-appellant in the above stated cause, respectfully shows that your petitioner finds itself aggrieved by a final decree made in the Court of Chancery by his Honor, Edwin Robert Walker, Chancellor of the State of New Jersey, bearing date the tenth day of July in the year of our Lord one thousand nine hundred and sixteen, in a cause wherein Eleanor P. Shaw was complainant, and your petitioner was defendant, in these respects, that the said decree recites that the said complainant has fully paid and satisfied to said defendant all just debts and claims whatsoever, which said defendant had against said complainant, arising out of the transactions described in the pleadings filed in said cause, and orders, ad-

judges and decrees that the said complainant has fully paid and satisfied to said defendant all its just claims and demands whatsoever, which the said defendant had against said complainant; that said decree recites that the indebtedness for which said defendant has held and still does hold the legal title to the lands and premises described in said decree, as security for indebtedness due to it from said complainant has been fully paid and satisfied; that said decree orders, adjudges and decrees that said defendant do forthwith by deed of bargain and sale sufficient in law convey to said complainant the lands and premises described in said decree, and therein directed to be so conveyed; that said final decree recites that said defendant has collected and still retains moneys belonging to said complainant amounting to $5,540.35 in excess of the indebtedness of said complainant to said defendant, and orders, adjudges and decrees that said defendant pay to the said complainant or her solicitor the sum of $5,540.35, and that she have execution therefor, according to the practice of said Court of Chancery; and that said decree orders, adjudges and decrees that said defendant do pay to said complainant or her solicitors the costs of said cause to be taxed, together with a counsel fee to the solicitor of said complainant of the sum of $1,500 —said sum to be included in the taxed costs.

And your petitioner humbly appeals from those parts of said decree of the Chancellor which recite and decree as aforesaid, upon the ground that said decree is in those respects erroneous, for that so far from your petitioner, having collected and still retaining moneys belonging to said complainant amounting to $5,540.35 or any other sum in excess of the indebtedness of said com-

plainant to your petitioner, the accounting made and the evidence taken in said cause establish that the said complainant still owes to your petitioner a large sum of money, amounting, as your petitioner claims, to the sum of $4,794.82, besides interest, for which sum and interest your petitioner is entitled to hold the said land and premises as security.

Your petitioner, therefore, prays that the said decree of the said Chancellor may, in the particulars aforesaid, be reversed, set aside and for nothing holden, and that a decree may be directed establishing a lien on said lands and premises in favor of your petitioner for the sum of $4,794.82, or such other sum as this honorable court shall find to be due to your petitioner from the said complainant; and that your petitioner may have such relief in the premises as to this Court shall seem meet.

Solicitors of Appellant.
COLLINS & CORBIN,
Of Counsel with Appellant.
GILBERT & COLLINS,

Answer to Petition of Appeal.

(Filed Jan. 27, 1917.)

NEW JERSEY COURT OF ERRORS AND APPEALS.

ELEANOR P. SHAW,
Complainant-Respondent,
vs.
G. B. BEAUMONT COMPANY,
Defendant-Appellant.

The answer of the above named respondent to the petition of appeal of the above named appellans shows:

This respondent, not acknowledging all or any of the matters which in the said petition of appeal are contained to be true, for answer thereto, nevertheless, says and admits, that a final decree was, on the 10th day of July, in the year 1916, made and entered in the Court of Chancery, in the cause for that purpose mentioned in the said petition, as is therein stated; but as to the substance and form thereof, this respondent prays to refer thereto when the same shall be produced.

And this respondent is advised and believes, that the said decree is agreeable to equity, and she prays that the same may be affirmed, with costs to be adjudged to this respondent.

Jan. 27, 1917.

HARTSHORNE, INSLEY & LEAKE,
Solicitors and of Counsel with Respondent.

We consent to filing as of time.

COLLINS & CORBIN,
Solicitors of Appellant.

Exhibit C-1.

Jersey City, N. J., Dec. 31 1915.

M Beaumont

To THOMAS CULLEN PLUMBING Co., Dr.

Plumbing in all its branches

6 Foye Place

Number.	Date.	Description.	Price.	Total.
		To Bill Rendered, Boulevard Contract	$3,278.00	
		Extra on Sewer	114.45	
		Extra on Gas	17.14	
		Extra on Leader	5.18	
				$3,414.77
	July 12	Paid on Acct.	$1,200.00	
	Sept. 17	" Ronalds and Johnson	1,450.00	
	20	" Laborer	9.78	
	25	" Payroll	93.75	
	Oct. 4	" "	110.00	
	11	" "	70.69	
	18	" "	32.06	
	Sept. 28	Credit—Gas Stoves	238.05	
		" Heater	44.00	
	Dec. 18	Paid in full	166.44	
				$3,414.77

Exhibit C-2.

G. B. BEAUMONT COMPANY

Building Construction

286 Fifth Avenue

New York Sept. 16, 1912.

Attention of Mrs. Eleanor P. Shaw, Executrix.
Estate of Asenath A. Shaw,
21 Monticello Ave.,
Jersey City, N. J.

Dear Mrs. Shaw:

Re: Beaumont Apartment.

In accordance with our verbal agreement, we hereby make requisition for the sum of Five Hunlred Dollars ($500.00) as part payment for drawings, to be deducted from final payment on contract.

Very truly yours,
G. B. Beaumont Company,
G. B. Beaumont.
President.

GBB/KMH.

Exhibit C-3.

No. 805 Jersey City N. J. Sept 17th 1912.

COMMERCIAL TRUST COMPANY OF NEW JERSEY.

15 Exchange Place.

Pay to the order of G. B. Beaumont Company
Five hundred and no/100————Dollars
$500 Eleanor P. Shaw, Ex'trix.

Exhibit C-4.

G. B. BEAUMONT COMPANY
Building Construction
286 Fifth Avenue
New York Sept. 19, 1912.

Attention of Mrs. Eleanor P. Shaw, Executrix
Estate of Asenath A. Shaw,
21 Monticello Avenue,
Jersey City, N. J.

Dear Mrs. Shaw.

Re: Beaumont Apartment.

Beg to acknowledge receipt of your check for the sum of $500.00, for which please accept our thanks.

Very truly yours,
G. B. Beaumont Company,
G. B. Beaumont,
President.

GBB/KMH.

Exhibit C-5.

G. B. BEAUMONT COMPANY
Building Construction
286 Fifth Avenue
New York November 23rd., 1914.

Mrs. Eleanor P. Shaw,
2680 Boulevard,
Jersey City, N. J.

Dear Mrs. Shaw:

Exhibit C-5.

Re: Beaumont Apartment.

In accordance with contract dated February 26th., 1913, we prepared an accounting and the writer made an appointment with you to call at this office on January 29th., 1914 for the purpose of going over this account. You stated to the writer on January 28th., that as you were not in a position to take over the property that you did not think it was worth while to come over to our office to go over the account. We have brought the accounting up to October 31st., 1914 which is itemized as follows:

EXPENDITURES.

Cost of Building	$41,681.64	
Substituting Tile for Slate on Roof	162.14	
Additional Bath Room in Basement	137.94	
Eight Kitchen Dressers	257.68	
Increased width of rear of Building	538.25	
Demolishing of Old Building	1,566.43	
Loan applied for—Hudson City Bank—Fee	3.30	
New Jersey Title Co.—Loan—Interest and Fee	16,023.39	
Provident Institute for Savings—Loan—Interest and Fee	20,470.73	
Trust Company of New Jersey—Interest and Fee	1,123.94	
Other Loans—Interest	101.32	
Amount of Mortgage Paid Off and Interest	10,666.04	
Expenses in connection with sale of Lots	519.99	
Premium on Fire Insurance (Old Barn)	20.90	
Premium on Fire Insurance (New Building)	104.54	
Taxes for 1913-1914	539.36	
Furnishing and running Apartment	3,715.54	
Advanced to Mrs. Eleanor P. Shaw	1,350.00	
Total Expenditures		$98,983.13

RECEIPTS.

Eleanor P. Shaw	$ 9,540.00	
Sale of Lots Nos. 6 & 7	9,600.00	
Sale of Lot No. 3	3,500.00	
Loan—New Jersey Title Company	15,000.00	
Loan—Provident Institute for Savings	20,000.00	
Loan—Trust Company of New Jersey	30,000.00	
Sale of old material (Craig residence)	2,139.80	
Rentals collected from Apartments	4,295.00	
Total Receipts		94,074.80
Amount due us		$ 4,908.33

Making allowances for loan secured on property after December 31st., 1913, your indebtedness

in connection with same has increased over the amount as shown on our books on December 31st., 1913. This increase is due to our compliance with requests from you for money to supply the necessities of life in addition to you occupying an apartment at $70.00 per month, and the necessary expenditures in connection with the property, the total of which exceeds the amount of money that we have received since December 31, 1913.

We are anxious to settle this account and will appreciate anything that you may do toward this end.

If you desire to verify this statement, we will gladly give you the assistance of our office in doing so.

Very truly yours,
G. B. Beaumont Company,
G. B. Beaumont,
President.

GBB/R.

Exhibit C-8.

MEMORANDUM OF AGREEMENT made this 27th day of August one thousand nine hundred and twelve, between ELEANOR P. SHAW and NATHAN M. SHAW, both of Jersey City in the State of New Jersey, Executors of the last will and testament of ASENATH A. SHAW, deceased, parties of the first part and G. B. BEAUMONT COMPANY a domestic corporation created and duly organized under and in pursuance of the laws of the State of New York, having an office and principal place of business at number 286 Fifth Avenue in the Borough of Manhattan, City and State of New York, party of the second part:

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and of

one dollar paid to each of the parties hereto, receipt whereof is hereby acknowledged, and of the agreements herein contained, the parties hereto agree with each other as follows:

FIRST: The said party of the second part covenants and agrees to and with the said parties of the first part, to make, erect, build, finish and superintend in a good, substantial and workmanlike manner, on the property belonging to the parties of the first part known as the Craig property situated on the Boulevard near Highland Avenue in Jersey City New Jersey, one four story and basement apartment house, consisting of eight apartments and one janitor's quarters, agreeable to plans and specifications to be prepared and filed by the party of the second part, of good and substantial materials or of such materials as the parties of the first part may find and provide therefor, at a cost approximating twenty-five thousand dollars, with all reasonable speed.

SECOND: The said party of the second part hereby further agrees to promptly prepare and furnish all plans and specifications and any and all amendments thereof which shall be required by the parties of the first part for the performance of the said work.

THIRD: The party of the second part covenants and agrees to advertise for and otherwise procure all necessary estimates and bids for the work which the parties of the first part may require to be done and performed in said building operations and submit the same to the parties of the first part for approval and acceptance and in the name and at the expense of the parties of the first part to make and enter into all necessary contracts for the performance of said work; and that it will, at the expense of the parties of the first part, furnish and procure the necessary materials for

the said work, in such reasonable quantities, and at such reasonable time or times, as the said parties of the first part shall or may require.

FOURTH: The parties of the first part hereby authorize and empower the party of the second part to perform such work and furnish such materials upon the terms and conditions hereinbefore agreed upon and agree to promptly carry out all contracts and pay all bills in connection therewith.

FIFTH: The parties of the first part hereby covenant and agree to pay to the party of the second part for preparing such plans and specifications and for superintending said work a sum equal to ten per centum of the entire cost of the same which cost is estimated at a sum approximating twenty-five thousand dollars.

SIXTH: The parties of the first part hereby agree that in case any contract for the whole or any part of said work be made and entered into with the party of the second part to pay the entire contract price therefor in addition to the ten per centum agreed to be paid for the preparing of the plans and specifications and the superintending of said work.

SEVENTH: The parties of the first part hereby agree that the party of the second part shall not be liable or responsible for any of said work or materials except as superintendent and as contractor.

EIGHTH: The parties of the first part hereby agree, on the first day of each and every month hereafter until this contract is fully performed, to procure an estimate of the cost of the work performed and the materials furnished in said building operation for the previous month or to accept the estimate of the party of the second part therefor, and to pay to said party of the

second part on or before the 5th day of the month in which said estimate is made ten per cent of the cost of the work and materials so performed and furnished for such previous month as per such estimate.

The covenants and agreements herein contained shall be binding upon the personal representatives and successors of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set hands and seals the day and year first above written.

In the presence of:

Estate of Asenath A. Shaw,
Eleanor P. Shaw Ex'trix.

(Seal.)

NATHAN M. SHAW,
Exc.

(Seal.)

G. B. BEAUMONT Co.,
G. B. Beaumont,
Pres.

(Seal.)

Exhibit D-4.

June 10, 1912.

Mrs. E. Shaw,
27 Duncan Ave.,
Jersey City, N. J.

Dear Mrs. Shaw:

We have been working on the plans for your apartment house with the view of getting the best possible layout, and believe that we have a plan now that will please you, as well as being profitable from a renting standpoint.

We are turning the information over to the Architect to-day with instructions to push this

right through, and to give us the blue prints at the earliest possible moment.

As soon as we can get the blue prints which we hope will be the latter part of this week, we will submit them to you for your approval.

Very truly yours,

G. B. BEAUMONT COMPANY,

G. B. B.

President.

GBB/RCS

Exhibit D-7.

27 Duncan Ave.

My dear Mr. Beaumont:

So sorry not to have been at home when you called as I want very much to see you but have put off going over to your office on account of the extreme heat.

Have had several pieces of property offered to me and would like to have your opinion, the prices seem so very high.

Will try and see you this week if the weather will permit.

Sincerely yours,

ELEANOR P. SHAW.

July the tenth Nineteen hundred & twelve.

Exhibit D-8.

Sept. 13, 1912.

Mrs. Eleanor P. Shaw,
21 Monticello Ave.,
Jersey City, N. J.

Dear Mrs. Shaw:

We have filed the plans for your Apartment. This naturally brings a lot of inquiries, of course a great many of the questions we do not answer, but there is certain information that we find ad-

Exhibit D 8.

visable to give, and in connection therewith have given the following information to two concerns here in New York who publish a special builders' report:

Apartment House, Boulevard and Highland Ave., Jersey City, N. J. Approximate cost Forty Five Thousand Dollars. ($45,000.00.) Brick and Lime Stone—4 stories—50 x 75—Owners. Estate of Asenath A. Shaw. General contract has been awarded to G. B. Beaumont Company. 286 Fifth Ave., New York City.

We have not mentioned your name or given your address in connection with the building, feeling that if we did you would be bothered to death with Agents, which would mean that you would have to hire a Bell Boy, and perhaps a Private Secretary.

We expect to have the plans through Tenement House and Building Department within a couple of days.

Harrison and Dunham Engineers of Jersey City, N. J. have made a survey of the property, and we expect to have their drawing within two or three days.

Very truly yours,
G. B. BEAUMONT COMPANY,
G. B. B.
President.

GBB/KMH.

Exhibit D-14.

Sept. 30, 1912.

Attention of Mrs. Eleanor P. Shaw, Executrix.
Estate of Asenath A. Shaw,
21 Monticello Avenue,
Jersey City, N. J.

Dear Mrs. Shaw:

We have paid the sum of $25.00 for building permit which we have in the office at present, and which will be tacked up at the building site when we start work.

Have also given the New Jersey Title Guarantee & Trust Co., our check for $15.00 as required by them, to cover the cost of estimating drawings for the purpose of determining the value of proposed building, which value is required in connection with making loan.

Kindly let us have your check for $40.00 to cover the above items.

Very truly yours,
G. B. Beaumont Company,
W. K. Rowan,
Manager.

GBB/KMH.

Exhibit D-15.

January 10, 1913.

Mrs. Eleanor P. Shaw,
21 Monticello Avenue,
Jersey City, N. J.

Dear Mrs. Shaw:

Beg to advise you that the writer called on Dr. Lautman yesterday afternoon in connection with his conversation with you in reference to trading property.

We feel that you would not be interested in the proposition as there is more cash needed than you would care to put in a trade of this kind.

The writer will be over to see you in a day or two, and give you the details of our conversation.

Very truly yours,

G. B. BEAUMONT COMPANY,

G. B. B.,

President.

GBB/R.

Exhibit D-19.

Jersey City, N. J., April 3, 1913.

G. B. Beaumont Company,
286 5th Avenue,
New York City.

Gentlemen:

RE BEAUMONT APARTMENT.

I hereby give my consent for you to make the following changes and agree to pay the additional cost incurred by same:

Substitute Ludowici-Celadon Company's green tile on front roof where slate is shown on drawings.

Install additional bathroom in basement for use of servants.

Increase width of the rear part of building in order to increase size of bedrooms No. 2.

Very truly yours,

ELEANOR P. SHAW.

Exhibit D-25.

MEMORANDUM OF AGREEMENT made this 22nd day of November, One Thousand Nine Hundred and Twelve, between ELEANOR P. SHAW of Jersey City, in the State of New Jersey, party of the first part and G. B. BEAUMONT COMPANY, a domestic corporation created and duly organized under and in pursuance of the laws of the State of New

Exhibit D-25.

York, having an office and principal place of business at number 286 Fifth Avenue, in the Borough of Manhattan, City and State of New York, party of the second part;

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the premises and of one dollar paid to each of the parties hereto, receipt whereof is hereby acknowledged, and of the agreements herein contained the parties hereto agree with each others as follows:

FIRST. The said party of the second part covenants and agrees to and with the said party of the first part, to furnish all labor and material and complete one three story and basement apartment house, consisting of six apartments, one janitor's quarters and two offices, on the property belonging to the party of the first part known as number 2688-2690 Boulevard, Jersey City, New Jersey, agreeable to plans and specifications to be prepared and filed by the party of the second part.

SECOND. The party of the first part agrees to pay said party of the second part the sum of Thirty-three Thousand Seven Hundred Dollars ($33,700.00) divided in payments to be made in accordance with the following schedule consisting of nine payments:

1st Payment. Two thousand five hundred dollars ($2,500.00) due when excavation is substantially completed.

2nd Payment. Four thousand seven hundred dollars ($4,700.00) due when first floor beams are set in place.

3rd Payment. Five thousand three hundred dollars ($5,300.00) due when third floor beams are set in place.

4th Payment. Four thousand nine hundred dollars ($4,900.00) due when roof is on and rough floors layed.

Exhibit D-25.

5th Payment. Four thousand two hundred dollars ($4,200.00) due when building is ready for plastering.

6th Payment. Four thousand three hundred dollars ($4,300.00) due when building is substantially plastered, ready for interior trim.

7th Payment. Four thousand seven hundred dollars ($4,700.00) due when the erection of interior trim is substantially completed.

8th Payment. Two thousand one hundred dollars ($2,100.00) due when building is substantially completed, ready for occupancy.

9th Payment. One thousand dollars ($1,000.00) due when the work under this contract is completed.

Where the words substantially completed appear, it is intended to cover the bulk of the work, but not necessarily small items.

THIRD. The party of the second part agrees to keep an accurate account of all expenditures in connection with this contract, and on completion of contract to refund to party of the first part any savings that may be made, over and above ten per cent. of the contract price as stated herein.

FOURTH. The plans and specifications mentioned in this contract are to provide for a complete building, ready for occupancy.

The covenants and agreements herein contained shall be binding upon the personal representatives and successors of the parties hereto.

IN WITNESS WHEREOF the parties have hereunto set hands and seals the day and year first above written.

In the presence of:

Party of the first part.
ELEANOR P. SHAW.
Party of the second part.
G. B. BEAUMONT COMPANY,
G. B. Beaumont,
President.

Witnesses
NATHAN M. SHAW,
W. K. ROWAN.
(Seal.)

Exhibit D-30.

SHAW CONTRACT ACCOUNT.

STATEMENT #1.

CHARGES UP TO AND INCLUDING AUGUST 27, 1912, ON WHICH DATE ELEANOR P. SHAW SIGNED AN AGREEMENT WITH ISABELLE M. CRAIG AND BURDETTE P. CRAIG, FOR THE PURCHASE OF PROPERTY, BOULEVARD AND HIGHLAND AVENUE, JERSEY CITY, N. J.

Payrolls	$	458.40
Carfares		1.82
Telephone calls		1.70
	$	461.92
10 Per Cent.		46.19
	$	508.11
Check received from Mrs. Shaw		500.00
Due G. B. Beaumont Company—Debit		8.11

Exhibit D-31.

SHAW CONTRACT ACCOUNT.

STATEMENT #2.

COST OF BEAUMONT APARTMENT.

Material	$ 9,585.67
Sub-Contracts	14,506.45
Payrolls	11,625.42
Architect	877.25
Fire Insurance	78.64
Liability Insurance	284.82

Permits	88.25
Miscellaneous expense	88.28
Tools	47.00
Job Expense	42.38
Telephone	199.05
Carfares	33.01
Postage	15.89
	$37,472.11
10 Per Cent.	3,749.56
Cost of Beaumont Apartment in accordance with plans and specifications	$41,221.67

Exhibit D-32.

SHAW CONTRACT ACCOUNT.

STATEMENT #3.

CHANGES AUTHORIZED BY MRS. SHAW.

1913.			
Apr.	3	Substituting tile for slate on roof	$ 147.40
"	3	Additional bath room in basement	125.40
"	3	Increased width of rear of building	489.32
Oct.	28	Eight kitchen dressers	234.25
			$ 966.37
		10 Per Cent.	99.64
		Due G. B. Beaumont Company	$ 1,096.01

Exhibit D-33.

SHAW CONTRACT ACCOUNT.

STATEMENT #4.

DEMOLISHING CRAIG RESIDENCE.

Payrolls		$ 1,240.21
Liability Insurance		50.00
Miscellaneous Expense		71.22
Telephone		47.52
Carfares		8.79
Postage and Stationery		6.29
		$ 1,424.03
10 Per Cent.		142.40
		$ 1,566.43
Sale of Material	$ 2,139.80	
Cost of Demolishing (as above)	1,566.43	
Credit Shaw %	$ 573.37	

Exhibit D-34.

SHAW CONTRACT ACCOUNT.

STATEMENT #5.

NEW JERSEY TITLE GUARANTEE & TRUST CO., LOAN.

Loan		$15,000.00
Charges in connection with procuring loan	$ 478.43	
Fees charged by Title Company	353.00	
	$ 831.43	
10 Per Cent.	83.13	
	$ 914.56	
Received from Mrs. Shaw	15.00	899.56
Net amount realized on loan		$14,100.44

Exhibit D-35.

SHAW CONTRACT ACCOUNT.

STATEMENT #6.

LOAN ON MORTGAGE FROM PROVIDENT INSTITUTE FOR SAVINGS ON DEC. 23, 1913.

Loan		$20,000.00
Paid interest of N. J. Title Loan	$ 427.12	
Fees charged by Provident Institute	97.01	
Premium on Bond (furnished to Provident Institute)	25.00	
Charges in connection with procuring loan	100.80	
	$ 649.93	
10 Per Cent.	64.99	
	$ 714.92	
Paid off loan of N. J. Title	15,000.00	$15,714.92
Net amount realized on loan		$ 4,285.08

Exhibit D-36.

SHAW CONTRACT ACCOUNT.

STATEMENT #7.

LOAN ON MORTGAGE FROM TRUST COMPANY OF NEW JERSEY ON APRIL , 1914.

Loan			$30,000.00
Paid interest on Provident Institute Loan	$ 319.44		
Fees charged by Trust Co. of New Jersey	204.94		
Charges in connection with procuring Loan	126.46		
	$ 650.84		
10 Per Cent.	65.09		
	$ 715.93		
Paid off Loan of Provident Institute ..	20,000.00	20,715.93	
			$ 9,284.07

Exhibit D-37.

SHAW CONTRACT ACCOUNT.

STATEMENT #8.

AMOUNT REALIZED ON SALE OF PART OF PLOT.

Interest paid on original $15,000.00 Craig Mortgage, which was on property at time of turning property over to G. B. Beaumont Company		$ 900.00
Taxes 1913-1914 on plot other than lots on which Beaumont Apartment was built		216.55
Interest and fees paid to Craig in connection with paying off $9,000.00 of Craig Mortgage ..		146.83
Charges in connection with sales		153.46
Payrolls		112.80
Telephone calls		4.20
Carfares		1.75
		$ 1,535.54
10 Per Cent.		153.55
		$ 1,689.09
Paid off part of Craig Mortgage		9,000.00
		$10,689.09
Sale of lot to Robert M. Hughes	$ 3,500.00	
Sale of plot to Katie Noe	9,600.00	
	$13,100.00	
Paid out in connection with sales (as above)	10,689.09	
Net amount realized	$ 2,410.91	

Exhibit D-38.

SHAW CONTRACT ACCOUNT.

STATEMENT #9.

FOR FURNISHING, RENTING AND RUNNING BEAUMONT APARTMENT AND CASH TO MRS. SHAW, INTEREST AND TAXES.

Furnishings	$ 1,746.08
Payrolls	804.24
Coal	905.45
Water	197.96
Janitor	612.63
Gas	84.78
Electricity	152.30
Insurance	175.35
Telephone calls	46.73
Miscellaneous charges	22.05
Carfares	10.40
Postage and Stationery	10.50
Interest on Craig Mortgage ($6,000.00)	360.00
Interest on Trust Company Mortgage ($30,000.00)	830.00
Cash to Mrs. Shaw	1,400.00
Rental of Apartment occupied by Mrs. Shaw	1,610.00
Taxes—1913	184.44
	$ 9,152.91
10 Per Cent.	915.29
	$10,068.20
Net amount deposited in Joint Accounts. (See Statement #10.)	1,823.31
	$11,891.51
Total Rentals (including Mrs. Shaw's Apartment)	11,095.00
Due G. B. Beaumont Company—Debit	$ 796.51

Exhibit D-39.

SHAW CONTRACT ACCOUNT.

STATEMENT #10.

MONEYS DEPOSITED IN JOINT ACCOUNT IN TRUST COMPANY OF NEW JERSEY.

Total amount deposited	$ 1,948.31
Amount returned to G. B. Beaumont Company and credited to Shaw Account. (See Accounting, Supplementary Sheet #4.)	125.00
Net amount deposited (as shown on Statement #9)	$ 1,823.31

AMOUNTS PAID OUT.

1915.			
July 23	Isabella M. Craig, on % of interest and mortgage	$ 140.00	
" 23	Trust Company of New Jersey on % of interest and mortgage	900.00	$ 1,040.00
			$ 783.31
	Interest allowed by Bank		.91
	Balance to credit of Joint Account (as shown in Bank Book under date of November 11, 1915)		$ 784.22

Exhibit D-40.

SHAW CONTRACT ACCOUNT.

STATEMENT #11.

PREMIUM ON FIRE INSURANCE ON OLD BARN.

	Dr.	Cr.
Premium paid by G. B. Beaumont Company	$ 19.00	
Return Premium on Cancellation		8.12
	$ 19.00	
Less Credit	8.12	
	$ 10.88	
10 Per Cent.	1.09	
Due G. B. Beaumont Company—Balance	$ 11.97	

Exhibit D-41.

SHAW CONTRACT ACCOUNT.

STATEMENT #12.

SUMMARY SHEET.

	Dr	Cr.
Charges up to and including August 27, 1912	$ 508.11	
Check from Mrs. Shaw		$ 500.00
Amount credited to Shaw Account in connection with demolishing old Craig Residence		573.37
Cost of Beaumont Apartment	41,221.67	
Cost of changes on Beaumont Apartment	1,096.01	
Received from Mrs. Shaw for building permit October 3, 1912		25.00

Received from Mrs. Shaw, February 27, 1913		5,000.00
Interest collected on Lanni & La Salla Mortgages	156.00	
Paid to Mrs. Shaw, interest on Lanni & La Salla Mortgages		156.00
1913		2,000.00
Received for La Salle Mortgage, July 16, Received for Lanni Mortgage, April 23, 1913		2,000.00
Net amount realized on Loan from N. J. Title		14,100.44
Net amount realized on Loan from Provident Institute		4,285.08
Net amount realized on Loan from Trust Co.		9,284.07
Net amount realized on sale of land ..		2,410.91
Due G. B. Beaumont Company for furnishing, renting and running apartment, including cash to Mrs. Shaw, interest, taxes and money deposited in Joint Account, over and above rentals	796.51	
Wm. C. Arnold's bills for professional services	385.00	
Premium on Fire Insurance on Old Barn	11.97	
Interest on Monthly Balances	954.42	
	$45,129.69	$40,334.87
	40,334.87	
Balance due G. B. Beaumont Company	$ 4,794.82	

Exhibit D-42.

SHAW CONTRACT ACCOUNT.

STATEMENT #1—ITEMIZED.

1912.			
Apr.	6	Carfares	$ .30
"	13	Payroll	30.00
May	1	Telephone calls	.50
"	11	Payroll	36.00
"	18	Payroll	34.80
June	1	Telephone calls	.50
"	13	Carfares	1.07
"	15	Payroll	39.60
"	22	Payroll	25.20
"	29	Payroll	25.20
July	1	Telephone calls	.30
"	20	Payroll	40.80
"	20	Carfares	.15
"	27	Payroll	45.60
Aug.	1	Telephone calls	.40
"	3	Payroll	31.2
"	3	Carfares	.10
"	10	Payroll	43.20

Exhibit D-42.

"	17	Payroll	36.00
"	20	Carfares	.20
"	24	Payroll	40.80
"	30	Payroll (Aug. 26 and 27)	30.00
			$ 461.92
		10 Per Cent.	46.19
			$ 508.11
1912.			
Sept.	19	Cash from Mrs. Shaw	$ 500.00
			$ 8.11

SHAW CONTRACT ACCOUNT.

STATEMENTS #2 & #3—ITEMIZED.

1912.			Dr.	Cr.
Aug.	30	Carfares	$ .15	
"	31	Payroll	15.60	
Sept.	1	Telephone calls	1.70	
"	7	Payroll	38.04	
"	14	Carfares	2.08	
"	20	Building permit	25.00	
"	21	Payroll	36.00	
"	23	Two record books	1.75	
"	30	Stationery	.24	
Oct.	1	Telephone calls	6.10	
"	2	Carfares	.24	
"	5	Payroll	27.42	
"	8	Carfares	.32	
"	12	Payroll	25.20	
"	19	Payroll	36.50	
"	27	Copy of Building Code	.25	
"	27	Carfares	.14	
"	26	Payroll	13.60	
Nov.	1	Telephone calls	5.00	
"	2	Payroll	9.80	
"	9	Payroll	23.34	
"	11	Architect—On account of Plans	200.00	
"	16	Payroll	19.40	
"	25	Carfares	.24	
"	30	Payroll	6.00	
Dec.	1	Telephone calls	4.00	
"	7	Payroll	74.04	
"	13	Building permit	23.00	
"	14	Payroll	30.84	
"	20	Architect—On account of Plans	100.00	
"	21	Payroll	69.24	
"	28	Payroll	40.44	
1913.				
Jan.	1	Telephone calls	2.44	
"	4	Payroll	45.24	
"	11	Payroll	13.26	
"	18	Payroll	30.44	
"	23	Architect—On account of Plans	100.00	
"	25	Payroll	21.24	
"	29	Box specification paper	1.60	
Feb.	1	Telephone calls	2.44	

Exhibit D-42.

"	1	Payroll	38.04	
"	8	Payroll	6.84	
"	11	Ribbon for typewriter	.50	
"	15	Payroll	11.64	
"	21	Box specification paper	1.60	
"	22	Payroll	42.84	
"	24	Covers and fasteners for Specifications	.50	
"	26	Bottle white ink for changing name on Plans	.10	
"	28	Filing Deeds	4.30	
"	28	Carfares	.24	
Mar.	1	Telephone calls	3.64	
"	1	Payroll	37.84	
"	1	Ink for marking Plans	.10	
"	8	Contract forms	.38	
"	8	Payroll	23.59	
"	8	Carfares	.10	
"	8	Carfares	.28	
"	11	Box fasteners for Specifications	.25	
"	15	Postage stamps	1.00	
"	15	Carfares	.59	
"	15	Payroll	78.09	
"	19	Expressage of Plans to Sub-Contractor	.25	
"	22	Payroll	52.19	
"	22	Carfares	.53	
"	22	Permit (Street)	3.00	
"	20	Fiske & Co. (1500 Tapestry Brick)	390.00	
"	28	Note books for job	.09	
"	28	Book of Tube tickets	1.75	
"	28	Carfares	.72	
"	28	Time book for job	.30	
"	29	Payroll	60.69	
"	29	Job expense	1.43	
"	29	Memo. paper & carbon paper for job	1.12	
"	31	4300 common brick	258.00	
"	31	Stationery	.24	
Apr.	1	Telephone calls (month of March)	7.65	
"	1	Postage stamps	.50	
"	2	Lumber	2.79	
"	4	Trucking tapestry brick to job	33.75	
"	5	Demurrage on brick	1.00	
"	5	Payroll	119.49	
"	5	Carfares	1.57	
"	5	Street permit	5.00	
"	9	Carfares	.12	
"	9	Water permit	55.25	
"	10	Harrison and Dunham (Survey)	10.00	
"	12	Payroll	182.39	
"	12	Kerosene	.39	
"	14	Postage stamps	.50	
"	14	Premium on Fire Insurance	8.25	
"	16	Contract forms for fasteners	.55	
"	11	Mortar tubs and ladders	52.00	
"	11	Excavating (T. B. Brennan)	445.00	
"	18	Landrine (misc. tools and supplies)	17.04	
"	19	Payroll	317.90	
"	21	Premium on Liability Insurance	140.06	
"	21	Credit for return of building permit	$ 23.00	
"	26	Payroll	585.97	
"	26	Job expense	2.28	
"	26	Carfares	.14	
"	26	Postage stamps	.50	

Exhibit D-42.

	"	29	Blue prints	.26
	"	30	Carfares	.57
	"	30	Stationery	.75
	May	1	Telephone calls (month of April)	20.70
	"	2	Carfares	.21
	"	3	Carfares	.14
	"	3	Payroll	407.98
	"	3	Job expense	.67
	"	3	Washburn Bros. (mason material)	1,316.31
	"	2	Due postage	.02
	"	3	Hull, Grippen & Co. (nails)	21.65
	"	2	Oakland Lumber Co. (Lumber)	627.32
10	"	3	Waterproofing paint	11.00
	"	8	Landrine (misc. tools & supplies)	13.70
	"	9	Postage due	.02
	"	10	Collected on job (for telephone calls)	.50
	"	10	Payroll	406.29
	"	10	Job expense	1.38
	"	10	Carfares	.17
	"	12	Time sheets for job	6.25
	"	13	Memo pads for job	.55
	"	13	Carfares	.24
	"	16	Coin envelopes	.15
	"	16	Due postage	.06
	"	17	Payroll	581.71
	"	17	Job expense	3.19
	"	19	Indelible pencil for job	.10
	"	19	Postage stamps	1.00
20	"	19	Tracing cloth and tracing paper	3.67
	"	23	Due postage	.04
	"	24	Payroll	481.24
	"	24	Job expense	.14
	"	31	Payroll	385.04
	"	31	Job expense	1.10
	"	31	Stationery	.51
	June	2	Load of ashes	2.50
	"	3	Oakland Lumber Co. (Lumber)	178.43
	"	3	Telephone calls (month of May)	20.30
	"	3	Pencils for job	.33
	"	3	Washburn Bros. (mason material)	1,592.97
	"	3	Carfares	5.23
	"	5	Postage stamps	1.00
	"	7	Payroll	332.10
	"	7	Job expense	.55
30	"	7	Landrine (misc. supplies)	7.07
	"	10	Carfares	.14
	"	14	Payroll	307.19
	"	14	Job expense	.16
	"	21	Payroll	295.84
	"	21	Job expense	.20
	"	21	Postage stamps	1.00
	"	25	Carfares	.05
	"	28	Payroll	280.04
	"	28	Job expense	.14
	"	30	Ashes	2.50
	"	30	Oakland Lumber Co. (Lumber)	269.54
	"	30	Blue prints	.24
	"	30	Stationery	.54
	"	30	Fagon Iron Works (on account contract)	595.00
40	"	30	Nate Company (on account contract)	700.00
	"	30	Cullen Plumbing Co. (on acct. contract)	1,250.00

Exhibit D-42.

"	30	Premium on Nate Company Bond	10.00		
"	30	Meyer-Bez Stone Co. (on acct. contract)	450.00		
"	30	Woodhouse Co. (on account contract) ..	301.75		
July	1	Telephone calls (month of June)	13.70		
"	1	Washburn Bros. (mason material)	392.00		
"	1	Landrine (misc. supplies)	4.21		
"	3	Payroll	254.04		
"	3	Job expense	1.11		
"	2	Collected on job (tel. calls)		.30	
"	3	Collected on job (tel. calls)		.10	
"	7	Mason ladders	14.00		
"	7	Postage stamps	1.00		
"	9	Carfares	.10		**10**
"	10	Carfares	.14		
"	12	Payroll	216.60		
"	19	Payroll	267.34		
"	15	Carfares	.28		
"	15	Postage stamps	.50		
"	16	Carfares	.14		
"	19	Collected on job (telephone calls)		.10	
"	22	Box "Gem" Clips for job	.35		
"	22	Marjorie Roofing Co. (waterproofing) ..	12.00		
"	26	Job expense	1.20		
"	26	Payroll	271.14		
"	28	Postage stamps	1.00		
"	29	Lumber from Craig residence	465.11		
"	30	Paper for letters and diaries	5.62		
"	31	Premium on fire insurance	137.50		
"	31	Ashes	1.50		**20**
"	31	Landrine (nails and hardware)	12.00		
"	31	Oakland Lumber Co.	586.72		
"	31	Washburn Bros. (mason material)	607.16		
"	31	Stationery	.48		
Aug.	1	Box file for job	.20		
"	1	Telephone calls for month of July	13.50		
"	1	Carfares	2.25		
"	3	Coin envelopes	.05		
"	2	Payroll	194.47		
"	2	Job expense	.24		
"	2	Leveling plot	5.00		
"	4	Charged to Nate Co.		2.77	
"	4	Charged to O'Hara Company		1.55	
"	6	Charged to Nate Company		1.09	
"	7	Carfares	.19		
"	9	Payroll	580.24		**30**
"	9	Job expense	4.27		
"	8	J. J. O'Hara (lathing)	245.35		
"	15	Postage stamps	1.00		
"	16	Water barrel	.50		
"	16	Payroll	605.64		
"	16	Job expense	.28		
"	20	Carfares	.21		
"	20	W. H. Gutschmidt (on account contract)	400.00		
"	22	Carfares	.14		
"	23	Payroll	363.97		
"	23	Job expense	.15		
"	23	Carfares	.26		
"	23	Collected on job (telephone calls)		.10	
"	28	Postage stamps	1.30		
"	28	Carfares	.17		**40**

Exhibit D-42.

	"	30	Payroll	202.59	
	"	30	Carfares	.07	
	"	30	Sash weights	21.60	
	"	30	Sash weights	6.90	
	"	30	Johns-Manville Co. (floor deafening)	125.64	
	"	30	Large Manilla envelopes for job	.35	
	"	30	Landrine (nails)	1.47	
	"	30	Washburn Bros. (mason and plaster material)	820.95	
	"	30	Oakland Lumber Co. (lumber)	48.08	
	"	30	Ashes and removal of rubbish	16.00	
	"	30	Menagh (sash weights, nails and misc.		
10			hardware)	48.00	
	"	30	Premium on fire insurance	55.00	
	"	30	Stationery	.72	
	Sept.	1	Telephone calls (month of August)	12.75	
	"	2	Record paper for job	2.10	
	"	3	Carfares	1.17	
	"	6	Payroll	161.74	
	"	6	Carfares	.14	
	"	8	Postage stamps	1.00	
	"	8	Carfares	.76	
	"	9	Fagon Iron Works (on account contract)	405.00	
	"	10	Carbon paper for job	1.00	
	"	13	Carfares and expenses	6.86	
	"	13	Carfares	.14	
	"	13	Payroll	256.39	
	"	13	Job expense	.12	
20	"	20	Carfares	.43	
	"	13	Carfares	.17	
	"	13	Sale of empty barrels		2.80
	"	13	Collected on job (telephone calls)		.10
	"	15	Discount on bill of Johns-Manville		2.51
	"	19	Credit—Cullen Plumbing Co. % Contract		238.05
	"	20	Payroll	334.41	
	"	20	Job expense	1.47	
	"	19	W. H. Gutschmidt (on account contract)	100.00	
	"	19	Lavery & Co. (flooring)	779.25	
	"	20	Leonard Sheet Metal Works (contract)	238.00	
	"	20	Woodhouse & Co. (on account contract)	2,413.25	
	"	22	Meyer-Bez Stone Co. (on acct. contract)	450.00	
	"	23	Mackay Company (contract)	1,400.00	
	"	23	Nate Co. (on account contract)	700.00	
	"	24	Storm Mfg. Co. (contract)	170.00	
30	"	24	Collected for telephone calls		.10
	"	24	McCoy & Son (contract)	750.00	
	"	25	Collected for telephone call		.10
	"	25	Newark Mantel & Tile Co. (contract)	675.00	
	"	26	Due postage	.02	
	"	27	Payroll	397.49	
	"	27	Job expense	3.25	
	"	28	Credit on Cullen plumbing contract		44.00
	"	29	Collected on job (telephone calls)		.30
	"	30	Removal of dirt	16.00	
	"	30	Watson-Flagg Eng. Co. (contract)	1,000.00	
	"	30	Landrine (sheathing paper)	3.53	
	"	30	Washburn Bros. (mason material)	26.43	
	"	30	Menagh (nails)	9.40	
	"	30	J. J. Wallace & Co. (contract)	528.00	
	"	30	Cullen Plumbing Co. (on acct. contract)	2,028.00	
40	"	30	Nate Company (on account contract)	54.00	

Exhibit D-42.

"	30	Postage stamps	.50		
"	30	Stationery	.96		
Oct.	1	Charge to Cullen Plumbing Co.		4.54	
"	1	Charge to Woodhouse Company		2.81	
"	1	Discount on bill of Lavery Co.		15.59	
"	1	Charge to Cullen Plumbing Company		1.90	
"	1	Telephone calls (month of September)	16.50		
"	3	Credit on Woodhouse Co. contract		97.00	
"	3	Blue prints	.24		
"	4	Payroll	459.00		
"	4	Job expense	4.69		
"	4	Nate Co. (extra work)	42.00		
"	7	Postage stamps	.50		10
"	11	Payroll	409.90		
"	11	Job expense	1.76		
"	15	Due postage	.04		
"	15	Postage stamps	.50		
"	18	Payroll	434.34		
"	18	Job expense	.88		
"	19	Two box files for job	.50		
"	19	Blue prints	.50		
"	21	Postage stamps	.50		
"	21	Special delivery stamp	.10		
"	23	Lavery Co. (flooring)	25.28		
"	23	Public Service Gas Co. (9 ranges)	288.00		
"	24	Judd & Co. (clothes poles for closets)	2.06		
"	24	Credit from Woodhouse Co.		2.79	
"	25	Payroll	264.20		
"	25	Job expense	1.39		20
"	28	P. & J. Corbin (hardware)	362.04		
"	30	Clothes poles for closets (Judd & Co.)	11.19		
"	30	Meyer-Bez Stone Co. (extra work)	15.00		
"	31	Hanson & Rhodes (hardware)	4.15		
"	31	J. Gahagan's Sons (kitchen dressers)	76.00		
"	31	Telephone calls (month of October)	20.49		
"	31	Wallace & Company (extra work)	27.00		
"	31	Blue prints	.20		
"	31	Menagh (flooring nails)	2.35		
"	31	Mackay Company (extra work)	68.00		
"	31	P. & F. Corbin (hardware)	6.60		
"	31	Landrine (misc. supplies)	25.54		
"	31	Stationery	.90		
"	31	Credit from Washburn Bros.		37.17	
Nov.	1	Payroll	181.39		
"	1	Job expense	3.32		30
"	1	Due postage	.06		
"	5	Postage stamps	.68		
"	6	Architect (on account of plans)	250.00		
"	6	Charged to Woodhouse Co.		.63	
"	8	Payroll	122.64		
"	8	Job expense	1.93		
"	15	Payroll	74.97		
"	15	Job expense	2.26		
"	18	Newark Glass Co.	6.25		
"	21	Credit from Public Service Co.		45.00	
"	22	Payroll	51.24		
"	25	Telegram to Mrs. Shaw	.25		
"	29	Payroll	53.11		
"	29	Job expense	1.13		
"	29	Architect (on account of plans)	227.25		
"	29	Stationery	.75		40

Exhibit D-42.

Dec.	1	Telephone calls (month of November) ..	17.29	
"	2	Postage stamps	.50	
"	6	Payroll	36.84	
"	8	W. H. Gutschmidt (extra work)	35.72	
"	9	Mackay Company (extra work)	21.00	
"	9	Special delivery stamp	.10	
"	12	Carfares	2.00	
"	12	Credit from McCoy & Son		60.00
"	13	Payroll	58.44	
"	15	Postage stamps	.50	
"	18	Sheets for loose leaf book	.60	
"	18	Cullen Plumbing Co. (extra work)	136.77	
"	20	Payroll	39.99	
"	20	Job expense	1.45	
"	20	Withheld from Woodhouse Co. awaiting settlement		187.54
"	26	Postage stamps	.50	
"	27	Payroll	21.13	
"	27	Job expense	.24	
"	31	Stationery	1.29	
1914.				
Jan.	1	Telephone calls (month of December) ...	7.50	
"	3	Payroll	28.22	
"	3	G. B. B.'s expense (September, 1913)	25.64	
"	3	G. B. B.'s expense (October, 1913)	2.58	
"	3	G. B. B.'s expense (November, 1913)	4.00	
"	3	G. B. B.'s expense (December, 1913)	.34	
"	3	Art Metal Works (two front lamps) ..	77.00	
"	10	Payroll	45.42	
"	12	Postage stamps	.50	
"	12	Premium on liability insurance	144.76	
"	14	Carfares	.29	
"	15	Carfares	.14	
"	17	Postage stamps	.50	
"	17	Payroll	11.82	
"	21	Sale of tools		19.00
"	24	Payroll	21.42	
"	31	Blue prints	.10	
Feb.	1	Telephone calls (month of January) ..	13.99	
"	6	Credit from Royal Ins. Co. on account of fire insurance)		122.11
"	21	Payroll	9.60	
Mar.	1	Telephone calls (month of February) ..	11.06	
Apr.	6	Postal cards	.15	
1915.				
June	25	Woodhouse & Co. (settlement of acct.) ..	125.00	
			$39,382.03	$ 890.05
		Credits	890.05	
			$38,491.98	
		10 Per Cent.	3,849.20	
			$42,341.18	
		Additional credits	23.50	
			$42,317.68	
		Cost of changes authorized by Mrs. Shaw	$ 1,096.01	
		Cost of Beaumont Apartment in accordance with plans and specifications	41,221.67	
			$42,317.68	

Exhibit D-42.

SHAW CONTRACT ACCOUNT.

STATEMENT #4—ITEMIZED.

1912.			Dr.	Cr.	
Nov.	29	200 tags	$ .70	$	
"	30	Postage stamps	.40		
Dec.	3	Carfares	.24		
"	3	Sign "Material for Sale"	2.50		
"	3	Carfares	1.12		
"	7	Payroll	22.67		10
"	7	Job expense	.35		
"	7	Carfares	.27		
"	11	4 chisels	2.90		
"	12	1 chisel	.80		
"	11	Carfares	.10		
"	12	Carfares	.29		
"	14	Sale of material		274.00	
"	14	Payroll	55.90		
"	14	Job expense	1.04		
"	14	Carfares	.14		
"	16	Sale of material		3.25	
"	17	Sale of material		2.50	
"	19	Postage stamps	1.00		
"	21	Payroll	72.00		
"	21	Job expense	1.29		
"	21	Sale of material		7.55	20
"	21	Carfares	.34		
"	28	Sale of material		6.25	
"	28	Payroll	83.20		
"	28	Job expense	1.35		
"	28	Carfares	.14		
"	31	Stationery	.87		
1913.					
Jan.	1	Telephone calls (month of Dec.)	12.84		
"	3	Sale of material		60.00	
"	4	Payroll	73.83		
"	4	Job expense	1.20		
"	4	Carfares	.14		
"	6	Carfares	.17		
"	7	Sale of material		50.00	
"	7	Carfares	.24		
"	7	Sale of material		6.00	
"	9	Carfares	.24		30
"	9	Book of tube tickets	1.75		
"	9	Premium on liab. insurance	50.00		
"	10	Sale of material		100.00	
"	11	Sale of material		19.00	
"	11	Sale of material		6.00	
"	11	Sale of material		90.00	
"	11	Payroll	102.26		
"	11	Job expense	1.09		
"	11	Carfares	.34		
"	13	Carfares	.14		
"	14	Carfares	.10		
"	15	Postage stamps	1.00		
"	15	Oil heater	8.00		
"	16	Sale of material		50.00	
"	18	Sale of material		114.25	
"	17	Sale of material		50.00	40
"	18	Payroll	114.54		

Exhibit D-42.

	"	18	Job expense	2.14	
	"	18	Carfares	.14	
	"	20	Sale of material		36.60
	"	21	Sale of material		100.00
	"	21	Sale of material		25.00
	"	25	Pay envelopes	.10	
	"	25	Payroll	75.48	
	"	25	Job expense	1.73	
	"	25	Carfares	.24	
	"	28	Sale of material		7.25
	"	29	Sale of material		20.00
	"	31	Sale of material		9.30
10	"	31	Stationery	.78	
	Feb.	1	Telephone calls (month of Jan.)	10.69	
	"	1	Payroll	84.59	
	"	1	Job expense	1.64	
	"	5	Carfares	.42	
	"	7	Book of tube tickets	1.75	
	"	8	Record book for job	.25	
	"	8	Payroll	60.85	
	"	8	Job expense	1.09	
	"	11	Landrine (misc. supplies)	11.51	
	"	15	Payroll	60.23	
	"	15	Job expense	.70	
	"	17	Postage stamps	1.00	
	"	19	Sale of material		24.60
	"	20	Sale of material		70.50
	"	22	Payroll	77.10	
20	"	22	Job expense	3.19	
	"	25	Postage stamps	.58	
	"	27	Carfares	.34	
	"	26	Sale of material		12.50
	Mar.	1	Telephone calls	11.54	
	"	1	Stationery	.66	
	"	1	Landrine (misc. supplies)	24.29	
	"	1	Payroll	74.76	
	"	1	Job expense	.70	
	"	1	Carfares	.14	
	"	8	Payroll	94.82	
	"	8	Job expense	.70	
	"	8	Sale of material		9.05
	"	15	Payroll	64.80	
	"	15	Job expense	.78	
	"	22	Payroll	57.06	
30	"	22	Job expense	.98	
	"	29	Payroll	61.37	
	"	29	Job expense	.20	
	"	30	Sale of material		258.00
	Aug.	1	Telephone calls	12.45	
	"	1	Sale of material		3.00
	"	5	Sale of material		1.00
	"	5	Sale of material		1.25
	"	5	Sale of material		1.00
	"	5	Sale of material		1.50
	"	5	Sale of material		1.00
	"	9	Sale of material		.25
	"	15	Sale of material		.10
	May	1	Sale of material		1.00
	July	19	Sale of material		14.00
	"	29	Sale of material		465.11
40	Sept.	12	Sale of material		10.00
	Oct.	4	Payroll	1.75	
	"	11	Payroll	3.00	

Exhibit D-42.

1914.			
Jan. 16	Sale of material		3.99
" 23	Sale of material		150.00
" 31	Sale of material		75.00
	Ten Per Cent.	142.40	
		$ 1,566.43	$ 2,139.80
			1,566.43
	Credit		$ 573.37

SHAW CONTRACT ACCOUNT.

STATEMENT #5—ITEMIZED.

		Dr.	Cr.
1912.			
Sept. 30	N. J. Title Co. (examination of Plans)	$ 15.00	$
" 30	Carfares	.14	
Oct. 5	Payroll	9.60	
" 9	Carfares	.34	
" 12	Payroll	5.82	
" 19	Payroll	9.60	
Nov. 1	Telephone calls	2.57	
" 7	Carfares	.29	
" 9	Payroll	28.80	
" 27	N. J. Title Co. (examination of Plans)	15.00	
" 27	Carfares	.48	
" 30	Payroll	25.02	
Dec. 1	Telephone calls	3.01	
" 3	Carfares	1.12	
" 14	Returned by N. J. Title Co.		10.00
" 14	Payroll	14.40	
" 17	Hudson City Savings Bank (examination of Plans)	3.00	
" 21	Payroll	9.60	
1913.			
Jan. 4	Payroll	9.60	
" 25	Payroll	38.40	
Feb. 1	Payroll	38.40	
" 8	Payroll	38.40	
" 15	Payroll	28.80	
" 17	Carfares	1.05	
" 22	Payroll	28.80	
" 27	Carfares	1.68	
Mar. 1	Payroll	9.60	
" 22	Payroll	19.20	
" 29	Payroll	9.60	
Apr. 12	Payroll	9.60	
" 19	Payroll	9.60	
May 31	Payroll	4.80	
June 7	Payroll	19.20	
" 10	N. J. Title Co. (examination of plans)	15.00	
" 13	Carfares	.51	
" 25	Fees (N. J. Title Co.)	100.00	
" 28	Payroll	33.60	
" 30	Harrison & Dunham (survey)	10.00	
July 19	Payroll	19.20	
Nov. 29	Fees	253.00	
		$ 841.43	$ 10.00

Exhibit D-42.

Less credit		10.00
	$	831.43
10 Per Cent.		83.13
	$	914.56
Received from Mrs. Shaw		15.00
	$	899.56
Loan		$15,000.00
		899.56
Net amount realized on Loan		$14,100.44

SHAW CONTRACT ACCOUNT.

STATEMENT #6—ITEMIZED.

1913.		Dr.
Aug. 30	Payroll	$ 9.60
Sept. 27	Payroll	9.60
Oct. 4	Payroll	9.60
Dec. 23	Interest to Dec. 23, 1913	427.12
" 23	Fee to Hartshorn, Insley & Leake	97.01
" 26	Premium on bond	25.00
" 6	Payroll	4.80
" 20	Payroll	19.20
" 27	Payroll	48.00
	$	649.93
10 Per Cent.		64.99
	$	714.92
Paid off Loan of N. J. Title		15,000.00
		$15,714.92
Loan from Provident Institute for Savings		$20,000.00
Paid out in connection with Loan (as above)		15,714.92
Net amount realized on Loan		$ 4,285.08

SHAW CONTRACT ACCOUNT.

STATEMENT #7—ITEMIZED.

1914.		Dr.
Jan. 1	Telephone calls	$ 3.60
" 31	Payroll	14.40
Feb. 6	Interest to December 31, 1913	25.00
" 14	Payroll	9.60
Mar. 14	Payroll	9.60
" 21	Payroll	28.80
Apr. 4	Carfares	2.15
" 4	Payroll	19.20
" 9	Payroll	19.20

Exhibit D-42.

"	11	Carfares	.28
"	16	Interest to April 16, 1914	294.44
"	16	Fees paid to James F. Fielder	204.94
"	18	Payroll	19.20
"	18	Carfares	.33
May	9	Carfares	.10
			$ 650.84
		10 Per Cent.	65.09
			$ 715.93
		Paid off Loan of Provident Institute ..	20,000.00
			$20,715.93
		Loan from Trust Company of New Jersey	$30,000.00
		Paid out in connection with Loan (as above)	20,715.93
		Net amount realized on Loan	$ 9,284.07

SHAW CONTRACT ACCOUNT.

STATEMENT #8—ITEMIZED.

AMOUNT REALIZED ON SALE OF LAND.

			Dr.
1912.			
Nov.	16	Payroll	$ 9.60
Dec.	1	Telephone calls	3.00
1913.			
Jan.	11	Payroll	9.60
Mar.	19	Carting away rubbish	65.00
Apr.	5	Six months' interest on Craig Mortgage of $15,000.00	450.00
Sept.	6	Payroll	4.80
"	13	Payroll	9.60
"	26	Six months' interest on Craig Mortgage of $15,000.00	450.00
Oct.	4	Payroll	4.80
Dec.	6	Payroll	9.60
"	18	Notary fees	.50
"	18	Carfares	.20
"	19	Taxes—1913-1914	216.55
"	19	Interest on $2,000 of Craig Mortgage pand off (to Dec. 19, 1913)	33.00
"	19	Carfares	.44
"	24	Interest and fees on $7,000 of Craig Mortgage paid off (to Dec. 22, 1913) ..	113.83
"	24	Carfares	.28
"	26	Moving part of old residence to clear lots sold	80.00
"	27	Payroll	19.20
1914.			
Jan.	1	Telephone calls	1.20
"	17	Payroll	28.80
"	29	Recording cancellation of Craig Mortgage	2.00
"	29	Carfares	.27

Exhibit D-42.

"	31	Payroll	7.20
Feb.	4	Blank deeds	.25
"	4	Carfares	.14
"	9	Notary fees	.50
"	9	Carfares	.14
"	14	Payroll	9.60
"	16	Carfares	.10
"	16	Recording deed	2.20
"	16	Carfares	.19
Apr.	9	Blank deeds	.45
"	13	Repainting sign	2.50
			$ 1,535.54
		10 Per Cent.	153.55
			$ 1,689.09

1913.			
Dec.	19	Amount of Principal (paid off Craig Mortgage)	2,000.00
"	24	Amount of Principal (paid off Craig Mortgage)	6,000.00
"	24	Amount of Principal (paid off Craig Mortgage)	1,000.00
			$10,689.09
		Sale of lot to Robert M. Hughes	$ 3,500.00
		Sale of lot to Katie Noe	9,600.00
			$13,100.00
		Paid out in connection with sales (as above)	10,689.09
		Net amount realized	$ 2,410.91

G. B. BEAUMONT COMPANY.

Shaw Contract Account.

FOR FURNISHING, RENTING AND RUNNING BEAUMONT APARTMENT, CASH TO MRS. SHAW AND PAYMENT OF INTEREST AND TAXES.

1913.			
Apr.	19	Payroll in connection with renting apartment	$ 4.80
"	21	Two dozen blank leases	.75
May	10	Payroll in connection with renting apartment	4.80
"	31	Payroll in connection with renting apartment	9.60
July	26	Payroll in connection with renting apartment	9.60
Aug.	1	Sign—"Apartment for Rent"	7.50
"	16	Payroll in connection with renting apartment	9.60
"	23	Payroll in connection with renting apartment	4.80
Sept.	6	Payroll in connection with renting apartment	9.60
"	23	Interior decorating (R. E. Mackay & Co.)	550.00
Oct.	15	Coal—4½ tons (Burns Bros.)	28.15
"	15	Janitor's wages (Oct. 1st to Oct. 15th)	12.50
"	31	Coal—2 tons (Headden & Son)	12.30
"	31	Gas consumed (Oct. 9th to Oct. 25th), Public Service Gas Company	.18
"	31	Suit and cap for janitor	18.62

Exhibit D-42.

"	31	Nine refrigerators (Gimbel Brothers)	197.00	
"	31	Shades (163 made and hung)	178.60	
Nov.	1	Janitor's wages (Oct. 16th to Oct. 31st)	12.50	
"	1	Engraving tenants' names on 3 push buttons	2.25	
"	15	Janitor's wages (Nov. 1st to Nov. 15th)	12.50	
"	29	Janitor's wages (Nov. 16th to Nov. 30th)	12.50	
"	29	Coal—6 tons (Headden & Son)	36.90	
"	29	Public Service (gas consumed in Public Place—Oct. 25th to Nov. 21st)	.63	
"	29	Public Service (gas consumed in janitor's apartment, Oct. 25th to Nov. 21st)	3.24	
"	29	Carpet (81 yards Wilton, made, lined and laid) ..	125.63	
Dec.	10	Premium on fire insurance ($44,000.00)	95.04	10
"	17	Janitor's wages (Dec. 1st to Dec. 15th)	12.50	
"	27	Engraving tenant's name on push button	.75	
"	31	Public Service Co. (126 16 C. P. lamps)	18.60	
"	31	Coal—9 tons (Headden & Son)	55.35	
"	31	Public Service Co. (Gas—Nov. 27 to Dec. 22/13)	1.62	
"	31	Public Service Co. (Gas—Nov. 27 to Dec. 22/13)	2.79	
"	31	Public Service Co. (Electricity—Oct. 22 to Dec. 22)	15.80	
1914.				
Jan.	3	Janitor's wages (Dec. 15th to Dec. 31st)	12.50	
"	13	Engraving tenant's name on push button	.75	
"	17	Janitor's wages (Jan. 1st to Jan. 15th)	12.50	
"	17	Payroll in connection with renting apartment ...	2.40	
"	21	Premium on liability insurance (covering janitor and public)	12.00	
"	27	Nine card holders (Corbin & Co.)	.71	
"	27	Two dozen blank leases	.75	20
"	31	Payroll in connection with renting and running apartment	16.62	
"	31	Mat for front door	2.00	
"	31	Engraving tenant's name on push button	1.00	
"	31	2 Mazda lamps	1.16	
"	31	Janitor's wages (Jan. 16th to Jan. 31st)	12.50	
"	31	Coal—12 tons (Headden & Son)	73.80	
"	31	Public Service Co. (Gas—Dec. 22nd to Jan. 22nd), public	1.71	
"	31	Public Service Co. (Gas—Dec. 22nd to Jan. 22nd), janitor	2.97	
"	31	Public Service Co. (Electricity—Dec. 22nd to Jan 22nd)	10.80	
"	31	Carfare in connection with purchase of Mazda lamps	.10	
"	31	Stationery used during January	.39	30
Feb.	7	Pay roll in connection with renting and running apartments	11.82	
"	9	Telephone calls Jersey City to New York	.10	
"	10	Postage stamps	.50	
"	14	Payroll in connection with renting and running apartments	11.82	
"	14	Janitor's wages (Feb. 1st to Feb. 15th)	12.50	
"	21	Payroll in connection with renting and running apartments	11.82	
"	28	Coal—10 tons (Headden & Son)	61.50	
"	28	Public Service Co. (Electricity—Jan. 23rd to Feb. 20th)	9.00	
"	28	Public Service Co. (Gas—Jan. 22nd to Feb. 20th), public)	1.17	
"	28	Public Service Co. (Gas—Jan. 22nd to Feb. 20th), janitor	2.43	40

Exhibit D-42.

	"	28	Janitor's wages (Feb. 16th to Feb. 28th)	12.50
	"	28	Payroll in connection with renting and running apartments	21.42
	"	28	Stationery used during February	.30
	"	28	Public Service Co. (108 16 C. P. lamps)	16.20
	Mar.	1	Telephone calls (month of February)	4.42
	"	2	Carfare to and from Jersey City	.14
	"	2	Two telephone calls (Jersey City to New York)	.20
	"	3	Postage stamps	.50
	"	5	Engraving tenant's name on push button	.50
	"	6	12 clothes line posts @ 90¢ each	10.80
	"	7	Payroll (renting and running apartments)	40.62
10	"	7	Payroll (setting clothes line posts)	22.00
	"	7	Carfares to and from Jersey City	.66
	"	7	Telephone calls from Jersey City to New York ..	.40
	"	9	One panel railing at court (Fagan Iron Works)..	8.00
	"	14	Janitor's wages (Mar. 1st to Mar. 15th)	12.50
	"	14	Janitor's expense (Mar. 1st to Mar. 15th)	.40
	"	14	Payroll (setting clothes line posts)	48.00
	"	14	Payroll (renting and running apartments)	21.42
	"	14	Carfares (to and from Jersey City—week ending 3/12/15)	2.15
	"	19	Postage stamps	.50
	"	19	Two shades (Gimbel Brothers)	2.05
	"	21	Payroll (setting clothes line posts)	42.00
	"	21	Carfares (to and from Jersey City—week ending 3/19/15)	1.86
	"	21	Payroll (renting and running apartments)	11.82
20	"	25	Interest on Craig mortgage ($6,000.00) on vacant lots adjoining apartment house) to Mar. 26, 1914	180.00
	"	28	Payroll (renting and running apartments)	21.42
	"	31	Telephone calls (month of March)	4.52
	"	31	Bill for water (Oct. 27, 1913, to Feb. 27, 1914) ..	18.40
	"	31	Janitor's wages (Mar. 15th to Mar. 31st)	12.50
	"	31	Coal—13 tons (Headden & Son)	79.95
	"	31	Public Service Co. (Gas—Feb. 20th to Mar. 21st), janitor	2.25
	"	31	Public Service Co. (Gas—Feb. 20th to Mar. 21st), public	1.17
	"	31	Public Service Co. (Electricity—Feb. 19th to Mar. 21st)	6.70
	"	31	Misc. supplies (brooms, ash can, brush, paint, etc., purchased from John P. Landrino during March, 1914)	11.15
30	"	31	Stationery	.54
	Apr.	4	Postage stamps	.50
	"	4	Extra door key for tenant	.25
	"	4	Payroll (renting and running apartments)	23.82
	"	4	Carpenter working at apartment	21.04
	"	7	Engraving name on push button	.75
	"	9	Payroll (renting and running apartments)	11.82
	"	13	Carfares (to and from Jersey City)	.14
	"	13	Engraving name on push button	.50
	"	14	Taxes—1913-1914	184.44
	"	14	Carfares (3 trips to Jersey City)	.42
	"	18	Payroll (heating and running apartment)	11.82
	"	18	Janitor's wages (Apr. 1st to Apr. 15th)	12.50
	"	18	Janitor's expense (Apr. 1st to Apr. 15th)	1.20
	"	25	Payroll (renting and running apartment)	31.02
	"	27	Special delivery stamp used in sending cash to	
40			Mrs. Shaw	.10

Exhibit D-42.

"	30	Galvanized iron railing at Court #2	39.00	
"	30	Exchange paid on rental check	.10	
"	30	Janitor's wages (Apr. 15th to Apr. 30th)	12.50	
"	30	Janitor's expense (Apr. 15th to Apr. 30th)	.30	
"	30	Public Service Co. (Electricity—Mar. 21 to Apr. 22)	7.30	
"	30	Public Service Co. (Gas—Mar. 21st to Apr. 22nd), janitor	2.52	
"	30	Public Service Co. (Gas—Mar. 21st to Apr. 22nd), public	1.08	
"	30	Coal—6 tons (Headden & Son)	36.00	
"	30	Stationery used during April	.42	
May	2	Special delivery stamp	.10	**10**
"	2	Payroll (renting and running apartment)	14.22	
"	6	Grass seed and rake (Landrine)	.75	
"	9	Payroll (renting and running apartment)	6.00	
"	8	Telephone calls during April	1.85	
"	16	Janitor's wages (May 1st to May 15th)	12.50	
"	16	Payroll (renting and running apartment)	20.40	
"	23	Carfares to and from Jersey City	.26	
"	23	Payroll (renting and running apartment)	3.00	
"	26	Public Service Co. (Electricity—Apr. 20th to May 21st)	5.70	
"	26	Public Service Co. (Gas—Apr. 22nd to May 21st), janitor	2.34	
"	26	Public Service Co. (Gas—Apr. 22nd to May 21st), public	.90	
"	29	Janitor's wages (May 16th to May 31st)	12.50	
"	31	Coal—3 tons (Headden & Son)	18.00	**20**
"	31	Exchange paid on rental check	.10	
"	31	Payroll (renting and running apartment)	29.04	
"	31	Stationery used during May	.42	
June	6	Payroll (renting and running apartment)	22.20	
"	12	Thirty awnings made and hung	90.00	
"	13	Payroll (renting and running apartment)	3.00	
"	16	Janitor's wages (June 1st to June 15th)	12.50	
"	16	Janitor's expenses (June 1st to June 15th)	.40	
"	20	Payroll (renting and running apartments)	3.00	
"	20	Bill for water	24.15	
"	22	Carfares (to and from Jersey City)	.14	
"	27	Payroll (renting and running apartments)	14.64	
"	30	Public Service Co. (Electricity—May 21st to June 22nd)	5.10	
"	30	Public Service Co. (Gas—May 21st to June 22nd), public	.81	**30**
"	30	Public Service Co. (Gas—May 21st to June 22nd), janitor	2.16	
"	30	Stationery used during June	.36	
July	1	Interest paid on Trust Company Mortgage of $30,000.00 to July 1st, 1914	380.0	
"	3	Payroll (renting and running apartments)	7.[illegible]	
"	3	Janitor's wages (June 15th to June 30th)	12.50	
"	3	Special delivery stamp, sending cash to Mrs. Shaw	.10	
"	6	Furnishing and installing screens (Robert Leonard)	160.00	
"	11	Payroll (renting and running apartments)	12.60	
"	16	Janitor's wages (July 1st to July 15th)	12.50	
"	16	Janitor's expense (July 1st to July 15th)	1.14	
"	18	Carfares (to and from Jersey City)	.29	
"	18	Payroll (renting and running apartments)	12.60	**40**

Exhibit D-42.

	"	18	Payroll (carpenter working at apartment)	2.06
	"	25	Payroll (renting and running apartments)	14.64
	"	31	Coal—2 tons (Headden & Son)	12.00
	"	31	Public Service Co. (Electricity—June 20th to July 22nd)	4.90
	"	31	Public Service Co. (Gas—June 22nd to July 22nd), public	.99
	"	31	Public Service Co. (Gas—June 22nd to July 22nd), janitor	2.25
	"	31	Four dry batteries (Landrine)	1.00
	"	31	Stationery	.36
	"	31	8 bar guards on windows (Fagon Iron Works)	35.00
10	Aug.	1	Telephone calls during July	4.74
	"	1	Payroll (renting and running apartments)	7.80
	"	1	Janitor's wages (July 16th to July 31st)	12.50
	"	4	Repairing Apartment #10	25.30
	"	7	Carfares to and from Jersey City	.14
	"	8	Payroll (renting and running apartments)	3.00
	"	14	1½ pairs butts for front door	1.81
	"	15	Janitor's wages (Aug. 1st to Aug. 15th)	12.50
	"	15	Payroll (renting and running apartments)	3.00
	"	19	Bill for water to August 15th	34.50
	"	22	Payroll (renting and running apartments)	27.00
	"	29	Janitor's wages (Aug. 16th to Aug. 31st)	12.50
	"	29	Payroll (renting and running apartments)	14.64
	"	31	Coal—1 ton (Headden & Son)	6.00
	"	31	White paint, oil and paint brush (Landrine)	2.51
	"	31	Lawn mower (Landrine)	2.94
20	"	31	Public Service Co. (Electricity—July 22nd to Aug. 22nd)	5.70
	"	31	Public Service Co. (Gas—July 22nd to Aug. 22nd), janitor	1.98
	"	31	Public Service Co. (Gas—July 22nd to Aug. 22nd), public	.81
	"	31	Stationery used during August	.54
	Sept.	1	Postage stamps	.20
	"	1	Telephone calls during August	4.94
	"	4	Special delivery stamp, sending cash to Mrs. Shaw	.10
	"	5	Payroll (renting and running apartments)	3.00
	"	11	Two dozen blank leases	.75
	"	11	Carfare (for leases)	.10
	"	12	Payroll (renting and running apartments)	3.00
	"	15	Janitor's wages (Sept. 1st to Sept. 15)	12.50
30	"	16	Wall paper for Apartment #41	13.60
	"	19	Payroll (renting and running apartments)	7.80
	"	26	Interest on Craig Mortgage ($6,000.00) on vacant lots adjoining apartment house	180.00
	"	26	Payroll (renting and running apartments)	14.64
	"	30	Interest on Trust Company Mortgage ($30,000.00) to October 1st, 1914	450.00
	"	30	Exchange paid on rental check	.10
	"	30	Wall paper for Apartment #41	1.20
	"	30	Public Service Co. (Electricity—Aug. 22nd to Sept. 23rd)	7.10
	"	30	Public Service Co. (Gas—Aug. 22nd to Sept. 23rd), janitor	1.98
	"	30	Public Service Co. (Gas—Aug. 22nd to Sept. 23rd), public	1.08
	"	30	Telephone calls during September	4.79
40	"	30	Coal—2 tons (Headden & Son)	12.50

Exhibit D-42.

"	30	Janitor's wages (Sept. 16th to Sept. 30th)	12.50
"	30	Stationery used during September	.51
Oct.	2	Engraving tenant's name on push button	.75
"	3	Papering Apartment #41 (Ferber)	39.00
"	3	Carfare to and from Jersey City	.14
"	3	Payroll (renting and running apartments)	3.00
"	5	Special delivery stamp, sending cash to Mrs. Shaw	.10
"	6	Papering Apartment #41 (balance due Ferber) ..	8.75
"	9	Wall paper for Apartment #41	1.08
"	10	Payroll (renting and running apartments)	3.00
"	13	Carfare to and from Jersey City	.70
"	14	Lettering number on apartment (2680)	2.00
"	16	Janitor's wages (Oct. 1st to Oct. 15th)	12.50
"	16	Janitor's expense (Oct. 1st to Oct. 15th)	.50
"	17	Payroll (renting and running apartments)	17.40
"	24	Bill for water	23.00
"	24	Payroll (carpenter working at apartment)	.50
"	24	Payroll (renting and running apartments)	3.00
"	30	Telephone calls (month of October)	4.59
"	31	Coal—3 tons (Headden & Son)	18.75
"	31	4 Columbia dry batteries	1.00
"	31	Janitor's wages (Oct. 15th to Oct. 31st)	12.50
"	31	Payroll (renting and running apartments)	14.64
"	31	Stationery used during October	.33
Nov.	2	Public Service Co. (Gas—Sept. 23rd to Oct. 23rd), janitor	2.61
"	2	Public Service Co. (Gas—Sept. 23rd to Oct. 23rd), public	1.35
"	2	Public Service Co. (Electricity—Sept. 23rd to Oct. 23rd)	6.90
"	7	Payroll (renting and running apartments)	3.00
"	14	Janitor's wages (Nov. 1st to Nov. 15th)	12.50
"	14	Payroll (carpenter working at apartment)	8.00
"	14	Payroll (renting and running apartments)	3.00
"	16	Janitor's expense (Nov. 1st to Nov. 15th)	.50
"	16	Electrician, repairing electric fixtures	.75
"	21	Payroll (renting and running apartments)	12.60
"	28	Janitor's wages (Nov. 16th to Nov. 30th)	12.50
"	28	Payroll (carpenter working at apartment)	8.00
"	28	Payroll (renting and running apartments)	14.64
"	30	Coal—11 tons (Headden & Son)	68.75
"	30	Telephone calls (month of November)	4.49
"	30	Public Service Co. (Gas—Oct. 23rd to Nov. 23rd)	2.52
"	30	Public Service Co. (Electricity—Oct. 23 to Nov. 23)	8.20
"	30	Stationery used during November	.48
Dec.	5	Payroll (renting and running apartments)	3.00
"	9	Carfares (to and from Jersey City)	.19
"	12	Payroll (renting and running apartments)	3.00
"	16	Janitor's wages (Dec. 1st to Dec. 15th)	12.50
"	16	Janitor's expense (Dec. 1st to Dec. 15th)	1.25
"	19	Payroll (renting and running apartments)	3.00
"	26	Payroll (renting and running apartments)	3.00
"	31	Telephone calls during December	4.33
"	31	Public Service Co. (Electricity—Nov. 23rd to Dec. 23rd)	7.50
"	31	Public Service Co. (Gas—Nov. 23rd to Dec. 23), janitor	2.61
"	31	Public Service Co. (Gas—Nov. 23rd to Dec. 23), public	2.79
"	31	Premium on fire insurance to November 29, 1915—(Royal Insurance Company)	68.31

Exhibit D-42.

	"	31	Stationery used during December	.33
	1915.			
	Jan.	1	Pane of glass	3.25
	"	2	Payroll (renting and running apartments)	14.64
	"	15	Janitor's wages (Dec. 15th to Jan. 15th)	25.00
	"	15	Janitor's expense (Dec. 15th to Jan. 15th)	.60
	"	30	Janitor's wages (Jan. 16th to Jan. 30th)	12.50
	"	30	Shades for Apartment #40 (Gimbel Brothers)	5.50
	"	30	Telephone calls during January	5.6[illegible]
	"	30	Payroll (renting and running apartment)	11.6[illegible]
	"	30	Public Service Co. (Gas—Dec. 23rd to Jan. 21st), public	1.53
10	"	30	Public Service Co. (Gas—Dec. 23rd to Jan. 21st), janitor	2.07
	"	30	Public Service Co. (Electricity—Dec. 23rd to Jan. 21st)	6.60
	"	30	Stationery used during January	.24
	"	30	Postage stamps	1.26
	Feb.	15	Postage stamps	.50
	"	16	Reimbursement to Holt for damages from leaks	10.00
	"	16	Janitor's wages (Feb. 1st to Feb. 15th)	12.50
	"	16	Janitor's expense (Feb. 1st to Feb. 15th)	2.95
	"	28	Janitor's wages (Feb. 16th to Feb. 28th)	12.50
	"	28	Janitor's expense (Feb. 16th to Feb. 28th)	.50
	"	28	Public Service Co. (Electricity—Jan. 21st to Feb. 23rd)	7.60
	"	28	Public Service Co. (Gas—Jan. 21st to Feb. 23rd)	1.44
	"	28	Stationery used during February	.36
20	"	28	Payroll (renting and running apartments)	11.64
	Mar.	1	Telephone calls during February	.80
	"	5	Coal—3 tons (Headden & Son)	18.75
	"	5	Carfares (to and from Jersey City)	.24
	"	6	Carfares	.10
	"	13	Coal—3 tons (Headden & Son)	18.75
	"	13	Carfares (to and from Jersey City)	.14
	"	15	Janitor's wages (Mar. 1st to Mar. 15th)	12.50
	"	22	Coal—3 tons (Headden & Son)	18.75
	"	22	Carfares (to and from Jersey City)	.14
	"	31	Janitor's wages (Mar. 16th to Mar. 31st)	12.50
	Apr.	15	Wall paper for Apartment #40	.96
	"	16	Weather strips furnished and installed (A. B. Brown & Co.)	36.00
	"	16	Public Service Co. (Gas—to Mar. 23rd)	5.40
	"	16	Public Service Co. (Electricity—to Mar. 23rd)	5.40
30	"	16	Coal—34 tons (Headden & Son)	212.50
	May	1	Janitor's wages (month of April)	25.00
	"	1	Janitor's expenses (month of April)	.65
	"	11	Coal—6 tons (Altshul Coal Co.)	34.50
	"	13	Painting and papering (Thos. Brown & Bros.)	77.00
	"	18	Public Service Co. (Electricity to Apr. 23rd)	5.30
	"	18	Public Service Co. (Gas to Apr. 23rd)	3.78
	June	1	Janitor's wages (month of May)	25.00
	"	9	Carfares (to and from Jersey City)	.12
	"	15	Janitor's wages (June 1st to June 15th)	12.50
	"	15	Janitor's expense (June 1st to June 15th)	.40
	"	16	Screen door for door on court	1.77
	"	16	Public Service Co. (Gas to May 20th)	1.62
	"	16	Public Service Co. (Gas to May 20th)	1.98
	"	16	Public Service Co. (Electricity to May 22nd)	4.80
	"	16	Bill for water (to Jan. 20, 1915)	34.66
40	"	16	Coal—3 tons (Altshul Coal Co.)	17.25